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.

40

KETOKK WITH BIB	
Proposal Submitted By	
Name	
Address	
City	

Letting September 18, 2009

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 63258
COOK County
Section 09-00030-00-SW (Palos Hills)
Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)
Project ARA-9003(378)
District 1 Construction Funds

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

Plans Included Herein

Prepared by

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

J	
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. 63258
	COOK County Section 09-00030-00-SW (Palos Hills)
	Project ARA-9003(378)

Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)

District 1 Construction Funds

Project consists of sidewalk removal and replacement, curb and gutter removal and replacement, ADA ramp installation and all other incidental items to complete the work on FAU Route 2757 (Roberts Road) from 97th Street to 111th Street and on FAU Route 1581 (111th Street) from Kean Avenue to 76th Avenue in the city of Palos Hills.

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>A</u>	mount 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 is hereby agreed that the amount of the	e proposal guaranty shall become
the property of the State of Illinois, and shall be considered as payment of da	mages due to delay and other causes suf	fered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond s	shall become void or the proposal guaran	ity check shall be returned to the
undersigned.		

undersigned.		
Attach Cashier's	Check or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover to fithe proposal guaranties which would be required for each individuatate below where it may be found.		
The proposal guaranty check will be found in the proposal for:	Item	
	Section No.	
	County	
1		

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
No.	Sections Included in Combination	Dollars Cents

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

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 07/23/09 RUN TIME - 183306 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63258

STATE JOB #- C-91-745-09 PPS NBR - 1-20643-0003

7	ECTS		i .	1	1	l	i	l	1	t	1 1] }	I I	ı	ı	! ! !
ROUTE AU 275 AU 158	L PRIC ARS		 		 	† † ! !	 	! ! ! !	f 	[[1 ! ! !	 	 	
	TOTA		; ! ! !	' ! ! !	; ; ; ; ;	, 		; ; ; ;		; ; ; ;	1 1 1 1 1	' ! ! ! !	 		i i i i	; ; ; ; ;
UMBER	CE CENTS		! ! ! !				 	- - - - - -	— — 		 	I		- [] -		
ECT NUN 78/000	IT PRIC		 		I I I I	i i i i]] 	! ! ! ! !	1 ! ! !	I I I I	1 ! ! ! !			
PROJ 9003/3	DOLI	×-	! ! ! ! ! 	! ! ! ! ><-	! ! ! ! ! 	; ; ; ; 	 -×-	! ! ! ! -×-	 -×-	- - - -×-	! ! ! ! 	! ! ! !	 		 -×-	
ARA-	<u> </u>	46.000		0.00	_	0	0	00.0	5.0	0.0	5.000	5.000	0.000	0.000	1.000	1.000
	QUANTI		20	10	 	 		10	48	39,25	၊ တ ၊	23	39,45	45		
ILLS)	OF RE	АСН	00T	YD	I ON	QN	ND	ΥD	NO.	 	 - - -	ΥD	· · · · · · · · · · · · · · · · · · ·		SUM	SUM
NUMBER ALOS H	UNIT OF	ΕA			POUNI			SQ	 - - -	80	0	SQ	80	- FO		S 7
CTION SW (P			!	l '	 	 		1	l :	1 1	I I		i i	t i		
SEC 30-00-81	PTION			 	1 1	1 1 1	: : :		: : :	i : : : : : : : : : : : : : : : : : : :	l !] 			! ! !
09-0003	DESCRIPT		l 	4	i	Z	NUTR	OLERANT	; ; ; ;	i D I	INGS	[i i	& REI		701606
DIST 01	/ ITEM	ADJ		. ⊗ . □	FERT	FER	FERT	ALT	MAT B	IDEWA	1	REM .	REM	REM	NOI	PROT
CODE 031	PAY	 	CUT	SOIL	OGEN	SPHO	ASSIU	DING	GRAN	CONC	CTAB	EMENT	EWALK	اٰنا	ILIZA	CONT
NAME		1	100	01	l :	! I	PO	S	SU	D L	DE	PA -	(<i>0</i> 		MO	TR
COUNTY	I TEM NUMBER		32249	110161	500040	25000500	2000	520011	10100	240020	24008	400010	400060	400170	710010	70102625

-

003 PAGE	
ECMS002 DTGECM03 ECMR003 RUN DATE - 07/23/09 RUN TIME - 183306	
ECMS002 D RUN DATE RUN TIME	
ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63258	
(PALOS HILLS)	
FAU 2757 09-00030-00-SW CODK	

	•	UNIT OF		INIT PRI	CE	TOTAL PRIC	ш
	PAY ITEM DESCRIPTION	MEASURE	QUANTITY	DOLLARS CENTS	CENTS	DOLLARS	CTS
Ë	CONT & PROT 701701	ns 1	1.000 \	_~~_			
T.R	CONT & PROT 701801	NS 7		1 1 1 1 1 1 1 1	I I I	1 1 1 1 1 1 1 1 1	! ! !
工	81400115 HANDHOLE TO BE ADJUST	EACH	4.000	! ! ! ! ! ! !	 		1
		÷					

TOTAL

NOTE:

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.

IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. .

A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. 4.

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

I. GENERAL

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

C. Educational Loan

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

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

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

F. Drug Free Workplace

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

Section 50-11 and 50-12. Debt 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

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, 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, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

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

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

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

aco	I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.							
	(Bidding Company)							
		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 \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
the bidd	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ing entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is ed 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.
	swer 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 (Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the entity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be end, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoing	der shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency pattached	If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an I 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 ment Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Aff agency	: 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 idavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois bending 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.
<u>Bidders</u>	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. Indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms ence.
	ne 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:

is

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in the LCS 500). Vendors desiring to enter into a cotential conflict of interest information as solublicly available contract file. This Form A contracts. A publicly traded company mathe requirements set forth in Form A. See	contract with the State of Illinois in pecified in this Disclosure Form. A must be completed for bids in expression a 10K disclosure (or expression)	must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of
1. Disclosure of Financial Information. To of ownership or distributive income share in	The individual named below has an excess of 5%, or an interest which	interest in the BIDDER (or its parent) in terms has a value of more than \$106,447.20 (60% ry and attach a separate Disclosure Form
A for each individual meeting these requ	irements)	у шта шта странато постоято т
FOR INDIVIDUAL (type or print informat	ion)	
NAME:		
ADDRESS		
Type of ownership/distributable incon	ne share:	
stock sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of ownership/distributable in		
2. Disclosure of Potential Conflicts of Interest relationships appearance describe.		
(a) State employment, currently or in t	he previous 3 years, including conti	ractual employment of services. YesNo
If your answer is yes, please answe	er each of the following questions.	. 65 <u> </u>
 Are you currently an office Highway Authority? 	r or employee of either the Capitol I	Development Board or the Illinois Toll YesNo
currently appointed to or enexceeds \$106,447.20, (60)	ed to or employed by any agency mployed by any agency of the State 1% of the Governor's salary as of 3 employed and your annual salary.	e of Illinois, and your annual salary /1/09) provide the name the State

3.	If you are currently appointed to or employed by any as salary exceeds \$106,447.20, (60% of the Governor's (i) more than 7 1/2% of the total distributable incomporation, or (ii) an amount in excess of the salary of	salary as of 3/1/09) are you entitled to receive ne of your firm, partnership, association or
4.	If you are currently appointed to or employed by any assalary exceeds \$106,447.20, (60% of the Governor's or minor children entitled to receive (i) more than 15% of your firm, partnership, association or corporation, or salary of the Governor?	salary as of 3/1/09) are you and your spouse in aggregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, previous 2 years.	including contractual employment for services
If your	answer is yes, please answer each of the following ques	YesNo etions.
1.	Is your spouse or any minor children currently an office Board or the Illinois Toll Highway Authority?	r or employee of the Capitol Development YesNo
	Is your spouse or any minor children currently appointed of Illinois? If your spouse or minor children is/are curred agency of the State of Illinois, and his/her annual sala Governor's salary as of 3/1/09) provide the name of the of the State agency for which he/she is employed and his	ently appointed to or employed by any ry exceeds \$106,447.20, (60% of the spouse and/or minor children, the name
	If your spouse or any minor children is/are currently app State of Illinois, and his/her annual salary exceeds \$10 as of 3/1/09) are you entitled to receive (i) more than 71 firm, partnership, association or corporation, or (ii) ar Governor?	6,447.20.00, (60% of the salary of the Governor /2% of the total distributable income of your
	If your spouse or any minor children are currently appostate of Illinois, and his/her annual salary exceeds \$106 3/1/09) are you and your spouse or any minor children aggregate of the total distributable income from your firm (ii) an amount in excess of 2 times the salary of the Gov	,447.20, (60% of the Governor's salary as of entitled to receive (i) more than 15% in the n, partnership, association or corporation, or ernor?
		Yes No
unit of I	e status; the holding of elective office of the State of Illino local government authorized by the Constitution of the Scurrently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the daughter.	previous 2 years; spouse, father, mother, YesNo
America of the S	tive office; the holding of any appointive government office, or any unit of local government authorized by the Constate of Illinois, which office entitles the holder to compensating of that office currently or in the previous 3 years.	stitution of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the daughter.	ne previous 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any r	registered lobbyist of the State government. YesNo

son, or daughter.	YesNo
(i) Compensated employment, currently or in the previous 3 years, by any regist committee registered with the Secretary of State or any county clerk of the State action committee registered with either the Secretary of State or the Federal Bo	e of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a collast 2 years by any registered election or re-election committee registered with a county clerk of the State of Illinois, or any political action committee registered State or the Federal Board of Elections.	the Secretary of State or any
	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 require the completion of this Form A.	t the criteria that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed of	on the previous page.
Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip		_	
Telephone Number	Email Address	Fax Number (if available	e)
Disclosure of the information containe	d in this Form is required by the	Section 50-35 of the Illinois P	rocurement
Act (30 ILCS 500). This information s	·		m B must
pe completed for bids in excess of \$10	0,000, and for all open-ended co	ontracts.	
DISCLOSURE OF O	THER CONTRACTS AND PRO	CUREMENT RELATED INFOR	MATION
1. Identifying Other Contracts & F has any pending contracts (including any other State of Illinois agency: If "No" is checked, the bidder only	leases), bids, proposals, or other Yes No	ner ongoing procurement relation	nship with
2. If "Yes" is checked. Identify each information such as bid or project nu INSTRUCTIONS:			
ТН	E 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.



Contract No. 63258
COOK County
Section 09-00030-00-SW (Palos Hills)
Project ARA-9003(378)
Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)
District 1 Construction Funds

PART I. IDENTIFIC	CATION																
Dept. Human Right	ts #						_ Du	ration	of Proj	ect: _							
Name of Bidder: _																	
PART II. WORKFO A. The undersigned which this contract we projection including a	d bidder hork is to b	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m which	ch the b	oidder re	cruits	employ	ees, and he	reby sub	mits the fol	lowir con	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						CURRENT			S
				MING	ORITY	EMPLO	YEES			TR	AINEES	,				RACT	
JOB CATEGORIES	_	TAL OYEES	BL	ACK	HISP	ANIC		HER IOR.		REN- ES	ON T	HE JOB AINEES		OTAL PLOYEES		MINC EMPLO	RITY DYEES
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	F	M	F	M	F	M	F		M	F
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
		BLE C	niectio	n for C	ontract				7			FOR	DEPART	MENT USE	O 1	NLY	
EMPLOYEES IN	TC	TAL OYEES		ACK		PANIC	_	THER NOR.	1								
TRAINING	M	F	M	F	M	F	M	F									
APPRENTICES																	
ON THE IOD	İ	İ	1	1	1	i	1	1	1								

Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

TRAINEES

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

Contract No. 63258 **COOK County** Section 09-00030-00-SW (Palos Hills) Project ARA-9003(378) Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.) **District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

B.		ded in "Total Employees" under Table A is the total nu the undersigned bidder is awarded this contract.	mber of new hires tha	t would be employed in the
	The u	undersigned bidder projects that: (number) ited from the area in which the contract project is located new hires would be	ted; and/or (number)	
	office	or base of operation is located.		
C.		ded in "Total Employees" under Table A is a projection rsigned bidder as well as a projection of numbers of p		
	be dir	undersigned bidder estimates that (number) rectly employed by the prime contractor and that (number) gived by subcontractors.		
PART	III. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geare utiliza	undersigned bidder understands and agrees that in the ation projection included under PART II is determined by job category, and in the event that the undersigned by nencement of work, develop and submit a written Affir ed to the completion stages of the contract) whereby ation are corrected. Such Affirmative Action Plan will be epartment of Human Rights.	to be an underutilization bidder is awarded this of mative Action Plan included deficiencies in minority	on of minority persons or women contract, he/she will, prior to uding a specific timetable and/or female employee
B.	submi	indersigned bidder understands and agrees that the nitted herein, and the goals and timetable included under part of the contract specifications.		
Comp	any		Telephone Numbe	r
Addre	ss			
		NOTICE REGARDING S	SIGNATURE	
		signature on the Proposal Signature Sheet will constitute t ted only if revisions are required.	he signing of this form.	The following signature block needs
Signa	ture: 🗌		Title:	Date:
Instruct	ions:	All tables must include subcontractor personnel in addition to prin	me contractor personnel.	
Table A	(-	Include both the number of employees that would be hired to (Table B) that will be allocated to contract work, and include all should include all employees including all minorities, apprentices	apprentices and on-the-job	trainees. The "Total Employees" column
Table B	3 -	Include all employees currently employed that will be allocated to currently employed.	o the contract work including	any apprentices and on-the-job trainees
Table C	; -	Indicate the racial breakdown of the total apprentices and on-the	-job trainees shown in Table	A.
				BC-1256 (Rev. 12/11/08)

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, 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. 63258
COOK County
Section 09-00030-00-SW (Palos Hills)
Project ARA-9003(378)
Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)
District 1 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	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
-		
		,
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		g ,
		Typed or printed name and title of Authorized Representative
	A+++	
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
(IE A JOINT VENTURE)	Ву	Signature of Authorized Representative
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Business Address	· ·
	Dadillood Addices	
If more than two parties are in the joint venture	nlagga attach an addit	ional cignatura choot



Return with Bid

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

		Item No.
		Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We		
as PRINCIPAL, and		
		as SURETY, are
held jointly, severally and firmly bound unto the STATE OF specified in Article 102.09 of the "Standard Specifications for F is the lesser sum, well and truly to be paid unto said STATE administrators, successors and assigns.	Road and Bridge Construct	tion" in effect on the date of invitation for bids, whichever
THE CONDITION OF THE FOREGOING OBLIGATION IS STATE OF ILLINOIS, acting through the Department of Tra Number and Letting Date indicated above.	-	• •
NOW, THEREFORE, if the Department shall accept the and as specified in the bidding and contract documents, submafter award by the Department, the PRINCIPAL shall enter in including evidence of the required insurance coverages and performance of such contract and for the prompt payment of failure of the PRINCIPAL to make the required DBE submission to the Department the difference not to exceed the penalty he which the Department may contract with another party to per void, otherwise, it shall remain in full force and effect.	to a DBE Utilization Plan to a contract in accordance providing such bond as a labor and material furnish or to enter into such contract between the amount	hat is accepted and approved by the Department; and if, the with the terms of the bidding and contract documents appecified with good and sufficient surety for the faithful the in the prosecution thereof; or if, in the event of the tract and to give the specified bond, the PRINCIPAL pays appecified in the bid proposal and such larger amount for
IN THE EVENT the Department determines the PRINCII paragraph, then Surety shall pay the penal sum to the Department within such period of time, the Department may bring expenses, including attorney's fees, incurred in any litigation in In TESTIMONY WHEREOF, the said PRINCIPAL and the	nent within fifteen (15) days y an action to collect the ar which it prevails either in w ne said SURETY have caus	s of written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its whole or in part. sed this instrument to be signed by
their respective officers this day of		A.D.,
PRINCIPAL	SURETY	
(Company Name)		(Company Name)
By (Signature & Title)	Ву:	
(Signature & Title)		(Signature of Attorney-in-Fact)
•	tification for Principal and S	Surety
STATE OF ILLINOIS, County of		
l,	, a Notary Pul	olic in and for said County, do hereby certify that
	and	
(Insert names of individual	ls signing on behalf of PRI	NCIPAL & SURETY)
who are each personally known to me to be the same persons and SURETY, appeared before me this day in person and ack and voluntary act for the uses and purposes therein set forth.	whose names are subscrinowledged respectively, th	ibed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free
Given under my hand and notarial seal this	day of	A.D
My commission expires		
In lieu of completion the phase continue of the Days (1911)	Samue Alex Duberther Learn C	Notary Public
In lieu of completing the above section of the Proposal Bid F marking the check box next to the Signature and Title line bel and the Principal and Surety are firmly bound unto the State of	low, the Principal is ensur	ing the identified electronic bid bond has been executed
Electronic Bid Bond ID# Company / Bidde	r 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. 63258
COOK County
Section 09-00030-00-SW (Palos Hills)
Project ARA-9003(378)
Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)
District 1 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., September 18, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 63258
COOK County
Section 09-00030-00-SW (Palos Hills)
Project ARA-9003(378)
Routes FAU 2757 & FAU 1581 (Roberts Rd. & 111th St.)
District 1 Construction Funds

Project consists of sidewalk removal and replacement, curb and gutter removal and replacement, ADA ramp installation and all other incidental items to complete the work on FAU Route 2757 (Roberts Road) from 97th Street to 111th Street and on FAU Route 1581 (111th Street) from Kean Avenue to 76th Avenue in the city of Palos Hills.

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

By Order of the Illinois Department of Transportation

Gary Hannig, Acting Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-09)

SUPPLEMENTAL SPECIFICATIONS

Std. Sp	<u>ec. Sec.</u>	Page No.
201	Clearing, Tree Removal and Protection	1
205	Embankment	
251	Mulch	
253	Planting Woody Plants	4
280	Temporary Erosion Control	
443	Reflective Crack Control Treatment	7
502	Excavation for Structures	10
503	Concrete Structures	11
504	Precast Concrete Structures	12
505	Steel Structures	13
540	Box Culverts	14
581	Waterproofing Membrane System	
633	Removing and Reerecting Guardrail and Terminals	16
669	Removal and Disposal of Regulated Substances	
672	Sealing Abandoned Water Wells	18
701	Work Zone Traffic Control and Protection	19
733	Overhead Sign Structures	20
783	Pavement Marking and Marker Removal	21
801	Electrical Requirements	
805	Electrical Service Installation – Traffic Signals	
836	Pole Foundation	
838	Breakaway Devices	25
862	Uninterruptable Power Supply	26
873	Electric Cable	28
878	Traffic Signal Concrete Foundation	
1004	Coarse Aggregates	31
1008	Structural Steel Coatings	32
1010	Finely Divided Materials	33
1020	Portland Cement Concrete	
1022	Concrete Curing Materials	43
1024	Nonshrink Grout	
1042	Precast Concrete Products	45
1062	Reflective Crack Control System	47
1069	Pole and Tower	49
1074	Control Equipment	52
1076	Wire and Cable	57
1081	Materials for Planting	58
1083	Elastomeric Bearings	60
1094	Overhead Sign Structures	
1101	General Equipment	
1102	Hot-Mix Asphalt Equipment	
1106	Work Zone Traffic Control Devices	

RECURRING SPECIAL PROVISIONS

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

CHE	CK SH	<u>PAGE</u>	NO.
1	X	Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-07)	65
2	\boxtimes	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3	\boxtimes	EEO (Eff. 7-21-78) (Rev. 11-18-80)	68
4		Specific Equal Employment Opportunity Responsibilities	
		Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	83
6		Reserved	
7		Reserved	89
8		Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
_		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	90
9	Ц	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
10	닖	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11	님	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	
12	\exists	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13	\vdash	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	
14	님	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	
15	片	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16	H	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17	H	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18	H	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
19 20	H	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
21	H	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	
22	H	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23	H	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24	H	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25	Ħ	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26	Ħ	English Substitution of Metric Bolts (Eff. 7-1-96)	
27	Ħ	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	126
28	Ħ	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	
29	Ħ	Reserved	
30	Ħ	Quality Control of Concrete Mixtures at the Plant	
		(Eff. 8-1-00) (Rev. 1-1-09)	129
31	\boxtimes	Quality Control/Quality Assurance of Concrete Mixtures	
		(Éff. 4-1-92) (Rev. 1-1-09)	137
32		Asbestos Bearing Pad Removal (Eff. 11-1-03)	149
33		Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	
LRS		Reserved	
LRS		Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07)	
LRS		Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-07)	
LRS			
LRS		Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)	156
LRS		Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	157
LRS		Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-03)	163
LRS		Failure to Complete the Work on Time (Eff. 1-1-99)	
LRS		Bituminous Surface Treatments (Eff. 1-1-99)	170
LRS		Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	
LRS		Employment Practices (Eff. 1-1-99)	1/2
LRS		Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 4-1-06)	
LRS		Selection of Labor (Eff. 1-1-99)	170
LRS		Paving Brick and Concrete Paver Pavements and Sidewarks (Eff. 1-1-04) (Rev. 1-1-09)	
LRS	10 [Falyal Fayilicitle (Ell. !-1-0/)	113

ARRA SIDEWALK PROJECT
(VARIOUS LOCATIONS)
SECTION NO. 09-00030-00-SW
FEDERAL PROJECT NO: ARA-9003(378)
CITY OF PALOS HILLS
COOK COUNTY
JOB NO. C-91-745-09
CONTRACT NO. 63258
(CBBEL Project No. 090224)

TABLE OF CONTENTS

Location of Project	
Description of Project	1
Definition of Terms	
Examination of Plans, Specification, Special Provisions, and Site of Work	
Sign and Mailbox Relocate	
Construction Schedule	
Status of Utilities to be Adjusted	2
Water for Construction Purposes	
Daily Project Scheduling	2
Maintenance of Roadways	
Miscellaneous Saw-Cutting	
Disposal of Debris and Excavated or Removed Materials	
Construction Debris	5
Curb Cut	5
Combination Concrete Curb & Gutter Removal & Replacement	5
Detectable Warnings	6
Portland Cement Concrete Sidewalk, 5"	
Structures to be Adjusted	8
Restoration of Work Area	8
Handhole to be Adjusted	
Traffic Control and Protection	9
Temperature Control for Concrete Placement	

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR# LR SD 12	Pg#		Special Provision Title Slab Movement Detection Device	Effective Nov. 11, 1984	Revised Jan. 1, 2007
LR SD 13		\sqcup	Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102	44	片	Protests on Local Lettings	Jan. 1, 2007 Jan. 1, 1999	Jan. 1, 2007
LR 105	11		Cooperation with Utilities Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2007 Jan. 1, 2006
LR 107-2 LR 107-3		H	Disadvantaged Business Enterprise Participation	Jan. 1, 2007	Nov. 1, 2008
LR 107-3 LR 107-4	14	\boxtimes	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-5	1-7		Substance Abuse Prevention Program	Jan. 1, 2008	Jan. 8, 2008
LR 108		Ħ	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Ħ	Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Ħ	Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2			Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2			Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3			Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		Ц	Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		\sqcup	Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		닐	Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		\sqcup	Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		님	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		님	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		님	Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		님	Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1030		H	Growth Curve	Mar. 1, 2008	Feb. 1, 2007
LR 1032-1		H	Penetrating Emulsions Multigrade Cold Mix Asphal	Jan. 1, 2007 Jan. 1, 2007	Feb. 1, 2007 Feb. 1, 2007
LR 1032-2 LR 1102		H	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007 Jan. 1, 2007	1 60. 1, 2007
LN 1102		ш	Toda with or travelling Flam with Equipment	Juli. 1, 2007	

BDE SPECIAL PROVISIONS For the July 31 and September 18, 2009 Lettings

The following special provisions indicated by an "X" are applicable to this contract. An * indicates a new or revised special provision for the letting.

- □lla Nama	D ~#		Chariel Dravision Title	Effoot	ivo	Povisod
File Name	<u>Pg#</u>	800000	Special Provision Title Above Grade Inlet Protection	Effect	,2009	<u>Revised</u>
* 80240 80099	3160		Accessible Pedestrian Signals (APS)		, 2009 , 2003	Jan. 1, 2007
80186	15	$\overline{\mathbf{x}}$	Alkali-Silica Reaction for Cast-in-Place Concrete		, 2007	Jan. 1, 2007
80213	10	 ^	Alkali-Silica Reaction for Precast and Precast Prestressed Concrete		, 2009	0a.1. 1, 2000
* 80243	18	Х	American Recovery and Reinvestment Act Provisions		, 2009	
* 80236	19	X		Conference of the Conference o	ACCUPATION OF A DESCRIPTION	April 15, 2009
80207	25	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside		, 2008	erwarana (Tabusa erusa eta da Cara eta eta eta eta eta eta eta eta eta et
			Illinois State Borders		•	
80192			Automated Flagger Assistance Device	Jan. 1	, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2	2, 2006	April 1, 2009
* 80241			Bridge Demolition Debris		, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1		Jan. 1, 2007
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1		Jan. 1, 2007
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1		Jan. 1, 2007
50531			Building Removal-Case IV (No Asbestos)	Sept. 1		Jan. 1, 2007
80166	26	Х	Cement		, 2007	April 1, 2009
80198			Completion Date (via calendar days)		, 2008	
80199	00		Completion Date (via calendar days) Plus Working Days		, 2008	A!! 4 0000
80094	29	X	Concrete Admixtures		, 2003	April 1, 2009
80193			Concrete Barrier		, 2008	
80214			Concrete Gutter, Type A Concrete Joint Sealer		, 2009	
80215 80226			Concrete Mix Designs		, 2009 , 2009	
* 80237	33	Х	Construction Air Quality – Diesel Vehicle Emissions Control		, 2009	July 1, 2009
* 80239	35		Construction Air Quality – Dieser Vericle Emissions Control		2009	July 1, 2008
80227		2048	Determination of Thickness	********	, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	•	, 2007	
80029	37	Х	Disadvantaged Business Enterprise Participation	Sept. 1		Nov. 1, 2008
80178	45	X	Dowel Bars		, 2007	Jan. 1, 2008
80179			Engineer's Field Office Type A		, 2007	Aug. 1, 2008
80205			Engineer's Field Office Type B		, 2008	
80175			Epoxy Pavement Markings	Jan. 1	, 2007	
80189	46	X	Equipment Rental Rates	Aug. 2	2, 2007	Jan. 2, 2008
80228	48	Χ	Flagger at Side Roads and Entrances	April 1	, 2009	
80229			Fuel Cost Adjustment		, 2009	
* 80169			High Tension Cable Median Barrier			April 1, 2009
80194			HMA – Hauling on Partially Completed Full-Depth Pavement		, 2008	
80181			Hot-Mix Asphalt – Field Voids in the Mineral Aggregate		, 2007	April 1, 2008
80201			Hot-Mix Asphalt – Plant Test Frequency		, 2008	
80202			Hot-Mix Asphalt – Transportation		, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75		, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L		, 2008	
80109			Impact Attenuators		, 2003	Nov. 1, 2008
80110	40		Impact Attenuators, Temporary	Nov. 1		Jan. 1, 2007
80230	49	_X_	Liquidated Damages		, 2009	lam 4 2000
80196			Mast Arm Assembly and Pole Material Transfer Device	June 15	, 2008	Jan. 1, 2009 Jan. 1, 2009
80045			Metal Hardware Cast into Concrete		, 2008	April 1, 2009
80203 80165		<u> </u>	Moisture Cured Urethane Paint System		, 2006	Jan. 1, 2009
* 80238	50	y	Monthly Employment Report		, 2009	Jan. 1, 2007
80082	- 30	- A	Multilane Pavement Patching		, 2002 , 2002	
80180		<u> </u>	National Pollutant Discharge Elimination System / Erosion and Sediment		, 2002	Nov. 1, 2008
00100			Control Deficiency Deduction	, will I	, =507	
			(NOTE: This special provision was previously named "Erosion and Sediment			
			Control Deficiency Deduction".)			
80208			Nighttime Work Zone Lighting	Nov. 1	, 2008	

File Name	Pg#		Special Provision Title	<u>Effective</u>	Revised
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80216			Partial Exit Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80231			Pavement Marking Removal	April 1, 2009	
80022	52	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
* 80235	54	Х	Payrolls and Payroll Records	March 1, 2009	July 1, 2009
80209	56	X	Personal Protective Equipment	Nov. 1, 2008	
80232			Pipe Culverts	April 1, 2009	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2009
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80170	57	Х	Portland Cement Concrete Plants	Jan. 1, 2007	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80171			Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221		1	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80211			Prismatic Curb Reflectors	Nov. 1, 2008	
80015	59	X	Public Convenience and Safety	Jan. 1, 2000	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80223			Ramp Closure for Freeway/Expressway	Jan. 1, 2009	
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	April 1, 2009
80183	60	Χ	Reflective Sheeting on Channelizing Devices	April 1, 2007	Nov. 1, 2008
80151			Reinforcement Bars	Nov. 1, 2005	April 1, 2009
80206			Reinforcement Bars – Storage and Protection	Aug. 1, 2008	April 1, 2009
80224		L	Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
8018 4			Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay	April 1, 2007	
construction transcription agreement transcription	newson state of the second		Film for Highway Signs		
* 80131				July 1, 2004	
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2009
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80212			Sign Panels and Sign Panel Overlays	Nov. 1, 2008	
80197			Silt Filter Fence	Jan. 1, 2008	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	61	X	Stone Gradation Testing	Nov. 1, 2007	
80234			Storm Sewers	April 1, 2009	
80143	62	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087			Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80176			Thermoplastic Pavement Markings	Jan. 1, 2007	
20338			Training Special Provisions	Oct. 15, 1975	
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80071	63	X	Working Days	Jan. 1, 2002	Juli. 1, 2001
80204	55		Woven Wire Fence	April 1, 2008	
30204			1 1101011 111101 01100	, (pin 1, 2000	

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	<u>Effective</u>	<u>Revised</u>
80108	Asbestos Bearing Pad Removal	Check Sheet #32	Nov. 1, 2003	
72541	Asbestos Waterproofing Membrane and Asbestos Hot-Mix	Check Sheet #33	June 1, 1989	Jan. 2, 2007
	Asphalt Surface Removal			
80167	Electrical Service Installation – Traffic Signals	Section 805	Jan. 1, 2007	
80164	Removal and Disposal of Regulated Substances	Section 669	Aug. 1, 2006	Jan. 1, 2007
80161	Traffic Signal Grounding	Sections 873 and 1076	April 1, 2006	Jan. 1, 2007

File Name	Special Provision Title	New Location	<u>Effective</u>	Revised
80162	Uninterruptable Power Supply (UPS)	Sections 801, 862 and 1074	April 1, 2006	Jan. 1, 2007
80163	Water Blaster with Vacuum Recovery	Articles 783.02 and 1101.12	April 1, 2006	Jan. 1, 2007

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

 Building Removal-C 	asel
--	------

- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Right-of-Entry Permit
- Training Special Provisions
- Working Days

STATE OF ILLINOIS SPECIAL PROVISIONS

The following SPECIAL PROVISIONS supplement the "Standard Specifications for Road and Bridge Construction" adopted <u>January 1, 2007</u>; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," adopted January 1, 2009, and the Standard Details which apply to and govern the construction of: ARRA Sidewalk Project, Section No. 09-00030-00-SW, Project No. ARA-9003(378) at various locations in the City of Palos Hills and in case of conflict with any part, or parts of said Specifications, said Special Provisions shall take precedent and shall govern.

Where conflicts exist between the plans and specifications, the contractor shall notify the City Engineer who will decide which will govern.

LOCATION OF PROJECT

This improvement is located at the following locations listed below:

- 1) Roberts Road, FAU 2759 (97th Street to 111th Street), Net length, 1.75 miles (9240 ft ±)
- 2) 111th Street, FAU 1581 (Kean Avenue to 76th Avenue) Net length, 2.00 miles (10,560 ft ±)

DESCRIPTION OF PROJECT

This contract includes sidewalk removal and replacement, curb and gutter removal and replacement, ADA ramp installation, traffic control and protection.

DEFINITION OF TERMS

"Engineer" shall mean Christopher B. Burke Engineering Ltd., an Engineering Consultant on the subject project.

"City Engineer" shall mean the City of Palos Hills (includes City Engineer, Resident Engineer, Plan Review Engineer, and Project Manager)

"Contractor" shall mean any person or entity awarded the prime contract for the work by the State, Utility and/or any of their subcontractors, supplier of fabricators. The Contractor(s) must be licensed and bonded with the City of Palos Hills prior to and during all phases of work.

"Plans" shall mean the Engineering Plans prepared by the Engineer and sealed by a Registered Professional Engineer, which may be the part of the contract documents for the subject project.

EXAMINATION OF PLANS, SPECIFICATION, SPECIAL PROVISIONS, AND SITE OF WORK

The prospective bidder shall, before submitting a bid, carefully examine the provisions of the contract. The bidder shall inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and fully acquaint themselves with the detailed requirements of construction.

SIGN AND MAILBOX RELOCATE

The CONTRACTOR may remove and replace all street signs and mailboxes located in or near the construction zone. The CONTRACTOR shall be responsible for replacing at his expense any signs or mailboxes damaged during the course of construction and the operation of removing and replacing any signs or mailboxes. The removal and replacement of all existing signs and mailboxes within the construction limits shall not be paid for separately but shall be incidental to the contract.

CONSTRUCTION SCHEDULE

Subsequent to award of the contract, the contractor shall coordinate the rehabilitation with the City of Palos Hills. The contractor has **30** working days for the completion of the project and beginning subsequent to the NOTICE TO PROCEED.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

Name of Utility	<u>Contact</u>	<u>Telephone</u>	<u>Status</u>
AT&T 1000 Commerce Drive Oakbrook, IL 60523	Michael Carney	630-573-6456	No Response to Date
Com Ed 2 Lincoln Center Oakbrook Terrace, IL 60181	Tom Stutzman	630-437-2236	No Response to Date
Comcast 688 Industrial Drive Elmhurst, IL 60126	Martha Gieras	630-600-6352	No Response to Date

City of Palos Hills 10335 South Roberts Road			
Palos Hills, IL 60465	Dave Weakley	708-598-3400	Village Staff to Coordinate
Nicor Gas 1844 Ferry Road Naperville, IL 60563	Constance Lane	630-388-2362	No Response to Date
City of Hickory Hills 7700 West 98 th Street Hickory Hills, IL 60457	Larry Boettcher	708-598-7855	No Response to Date
Peoples, Gas, Light & Coke 130 East Randolph Drive Chicago, IL 60601	Juan Gonzalez	312-240-4722	No Response to Date
Redspeed Illinois, LLC 400 Eisenhower Lane North Lombard, IL 60148	Scott Hemmings	630-317-5740	No Response to Date
Texas Eastern Product	Jayme Weeks	812-522- 2569x132	No Response to Date
Buckeye Partners	Debbie Lalonde	219-989-8602	No Response to Date
West Shore Pipe Line	Mike Norris	219-313-5321	No Response to Date

The above represents the best information available and is included for the convenience of the bidder. The applicable portions of Article 105.07 and 107.31 of the Standard Specifications shall apply.

WATER FOR CONSTRUCTION PURPOSES

The Contractor shall contact the City of Palos Hills for the use of water for construction purposes pertaining to this project. The use of water shall be considered incidental to the contract.

DAILY PROJECT SCHEDULING

The Contractor shall telephone the City Engineer every morning to inform the Engineer of daily and weekly progress and schedules.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

Beginning on the date that work begins on this project, the CONTRACTOR shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the ENGINEER, but shall not include snow removal operations. Traffic Control and Protection for maintenance of roadways will be provided by the CONTRACTOR as required by the ENGINEER.

If items of work have not been provided for in the contract, or otherwise specified for payment, such items, including the accompanying Traffic Control and Protection required by the ENGINEER, will be paid for in accordance with Article 109.04 of the Standard Specifications.

MISCELLANEOUS SAW-CUTTING

Whenever the new work will meet existing conditions other than lawn areas, regardless of whether it is asphalt or concrete, the existing adjacent pavement or curb shall be saw-cut to provide a neat joint. The saw-cut shall be in a straight line sufficiently deep so that it renders a smooth vertical face to match to. All saw cutting shall be considered incidental to the cost to the adjacent items of new work.

If the contractor is not careful or does not saw deep enough and the cut line breaks out or chips to an imperfect edge, then the existing side must be re-cut square and done over until it is correct. Any additional quantity of new work required as a result of additional removal caused by improper saw cutting will not be paid for.

DISPOSAL OF DEBRIS AND EXCAVATED OR REMOVED MATERIALS

The Contractor shall be responsible for removal and disposal of all waste material, asphalt, concrete, stone, dirt, or debris generated in the course of the work.

The contractor shall load the removed pieces of curb and gutter, sidewalk, driveway and street pavements, etc., directly onto trucks, haul it away, and dispose of it. The temporary storing of

Printed 7/13/2009

excavated materials on the parkways, and rehandling them later for disposal will not be allowed due to additional damage caused to tree root systems, parkways, existing equipment, and conditions. It shall be the contractor's responsibility to find an approved dumpsite for debris and any excavated materials. The City will not provide for one. The stockpiling of excavated or backfill material within the roadway overnight shall not be permitted.

CONSTRUCTION DEBRIS

Effective October 18, 1999

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

"The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years."

CURB CUT

Description. This work shall consist of providing depressed curb openings for entrances and sidewalk ramps for the handicapped as shown in Highway Standards 424001 & 606001. The contractor shall sawcut the existing curb in locations as specified on the plans. The method of sawcutting shall be approved by the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per foot for CURB CUT. The price of this work shall include all equipment, labor, and materials necessary to complete the work specified.

COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

Description. This work shall consist of the removal of the existing curb and gutter and the construction of new concrete curb and gutter including all necessary excavation, embankment and subbase granular material as shown in the detail on the plans and in accordance with Sections 606, 202, 205 and 311, 406, 355, 420 of the Standard Specifications and as specified herein.

Construction Requirements. In addition to the requirements of Article 606.06 of the Standard Specifications the CONTRACTOR shall excavate all material necessary to build the proposed curb and gutter and proposed subbase in accordance with Section 202 of the Standard Specifications. The proposed subbase shall be subbase granular material, Type B of the thickness shown on the plans in accordance with Section 311 of the Standard Specifications. Backfill behind the proposed back of curb shall be in accordance with Section 205 of the Standard Specifications. Any existing pavement removed adjacent to the new curb and gutter

shall be replaced with a pavement section equivalent to the existing section of the road.

Expansion joints shall be placed at a maximum spacing of 50 feet. Contraction joints shall be placed at a maximum spacing of 20 feet.

All framing shall be set to final grade of the pour. No angle irons will be allowed.

The following items are to be considered incidental to the curb and gutter as shown on the detail:

- If a 1' gap between existing pavement and proposed Curb and Gutter is created, it shall be filled with material similar to the existing pavement section. The depth shall match the full depth of the existing pavement, but shall not be less than the city standard for the respective pavement section. The HMA mix for surface course shall be Mix "D" N70, and the HMA binder course shall be IL-19.0, N70.
- Excavation to maximum 18" behind the proposed Back of Curb.
- Suitable backfill materials, CA-6 if beneath driveway or sidewalk.
- Proposed ¾" performed expansion joint at concrete sidewalks or driveways.
- 4" earth excavation for the construction of the line item Subbase Granular Material, Type B 4".
- Subbase Granular Materials, Type B, 4"
- 2 #4 Longitudinal bars are to be placed. Cutting and removing longitudinal bars shall be included.
- Drill and grout 2 #5, 2 foot long epoxy coated dowel bars at expansion joints and at connections to the existing curb and gutter.
- All tie bars to be used.

Method of Measurement and Basis of Payment. Combination concrete curb and gutter and all excavation, subbase material, Class SI concrete, all pavement work and backfill necessary to construct the work as shown on the plans and as specified herein shall be measured and paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT.

DETECTABLE WARNINGS:

Description. This work shall consist of installing detectable warnings at locations shown on the plans or as directed by the Engineer.

Materials. The Contractor shall install the East Jordan Iron Works (EJIW) Detectable Warning Plate or an approved equal. The detectable warning shall be installed in accordance with the manufacturer's recommendations and as shown on the plans and details or as required by the Engineer. The color of the detectable warning shall be red.

Construction Requirements.

Articles 424.08 – 424.12 of the Standard Specifications shall be replaced with the following:

424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 100 mm (5 in.).

424.09 Detectable Warnings. The detectable warning shall be installed during the construction of the PCC sidewalk. The top of the cast iron plate shall be flush with the surface of the sidewalk. All PCC sidewalk and aggregate subbase installed below the detectable warning shall be considered included in the cost of the PORTLAND CEMENT CONCRETE SIDEWALK, 5". The detectable warning shall be installed according to the manufacturer's specifications.

The detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface. The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price shall include all materials, labor, and equipment necessary to perform the work as shown in the construction detail and specified herein. Each detectable warning shall be considered a 2' x 2' cast iron plate.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

Description. This work shall consist of placing Portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 202, 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirements. Prior to installation of sidewalks, all existing trees which are not to be removed and located within ten feet (10') of proposed sidewalks shall be tree root pruned along the closest edge of the proposed sidewalk and in accordance with Section 201 of the Standard Specifications. Sidewalks shall be placed on 2 inches of Subbase Granular Material, Type B. Expansion joints shall be placed at intervals of not more than 50 feet. At driveway apron locations, the depth of concrete shall be increased to 6-inches. All required excavation shall be included in the cost of this item. All restoration work to be performed shall be considered incidental. If needed, 4" of topsoil Seed Class 2A, and erosion control blanket shall be used to restore the areas along the edge of sidewalk as shown in the plans. Erosion control blanket shall be placed in areas of steep side slopes next to the edge of the sidewalk. This work shall be in accordance with Sections 211 and 250 of the Standard Specifications.

All framing shall be set to final grade of the pour. No angle irons will be allowed.

Method of Measurement. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, which price shall include all required expansion joints, special texturing, additional thickness at driveway aprons, excavation, and restoration work.

STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, and inlets with their existing frame and grate in accordance with Section 602 of the Standard Specifications and as specified herein. The word STRUCTURE shall be understood to mean catch basin, manhole, inlet, valve vault, water service boxes, and valve boxes as the case may be. All finished grades shall be flush with the sidewalk.

Basis of Payment. This work will be paid for at the contract unit price per each for STRUCTURES TO BE ADJUSTED.

RESTORATION OF WORK AREA

All damage to mowed lawns outside the limits of construction shall be replaced with an approved sod, and all damage to unmoved fields outside the limits of construction shall be seeded. Restoration of areas outside the limits of construction shall be included in the contract without any extra compensation allowed to the Contractor. The work shall be in accordance with Division 200 of the "Standard Specifications".

HANDHOLE TO BE ADJUSTED

This work consists of providing all labor, and materials or new frames if required to adjust, by raising or lowering, traffic signal or roadway lighting handholes to the proper grade and

Printed 7/13/2009

alignment. This shall include both single and double handholes. The handhole shall be set flush with the sidewalk or paved surface. If an existing frame is damaged or deemed unacceptable by the Engineer, a new frame will be provided and the existing frame shall be disposed of by the contractor at no additional charge. If an existing ground cable is present, it shall be connected to the handhole frame as shown in plan details. This work shall be done according to the satisfaction of the Engineer and Sections 602 and 814 of the Standard Specifications.

This work shall be paid for at the contract unit price per each for HANDHOLE TO BE ADJUSTED. The cost of a new frame (if necessary) shall be included in the cost of this item. The cost of reconnecting the ground cable shall also be considered incidental.

TRAFFIC CONTROL PLAN

Effective:

September 30, 1985

Revised:

January 1, 2007

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701001-01, 701301-03, 701606-06, 701701-06, 701801-04, 701901-01.

<u>DETAILS:</u> Traffic Control and Protection for Side roads, Intersections and Driveways

SPECIAL PROVISIONS: Maintenance for Roadways.

Work Zone Traffic Control Flaggers in Work Zones

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE) Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

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

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
 - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
 - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
 - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an Inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

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

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

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

State of Illinois Department of Transportation Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007 Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's

general liability insurance policy in accordance with Article 107.27:

The City of Palos Hills

Christopher B. Burke Engineering, Ltd.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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

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

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

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

	AGGREGATE	GROUPS	•			
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend					
ASTM C 1260 Expansion		ASTM C 1260 Expansion				
	≤ 0,16%	> 0.16% - 0.27%	> 0.27%			
≤ 0.16%	Group I	Group II	Group III			
> 0.16% - 0.27%	Group II	Group II	Group III			
> 0.27%	Group III	Group III	Group IV			

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

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

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

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

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

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

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

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

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

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland coment at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

Testing. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

AMERICAN RECOVERY AND REINVESTMENT ACT PROVISIONS (BDE)

Effective: April 1, 2009

Required Contract Provision to Implement ARRA Section 902:

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds allow the U.S. Comptroller General and his representatives with the authority to:

- "(1) to examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions."

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Notification of the Authority of the Inspector General:

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the Contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

AMERICAN RECOVERY AND REINVESTMENT ACT SIGNING (BDE)

Effective: April 1, 2009 Revised: April 15, 2009

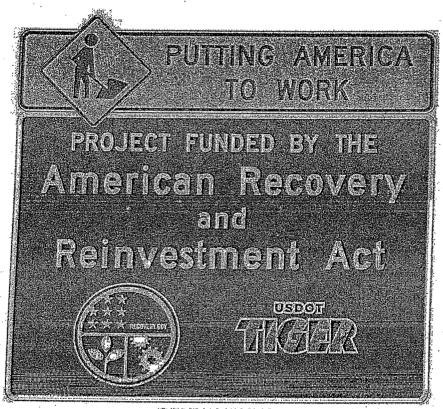
<u>Description</u>. This work shall consist of furnishing, fabricating and installing sign panels, complete with sign faces, legend, and supplemental panels according to Section 720 of the Standard Specifications and as specified herein.

<u>Materials</u>. The "Putting America to Work" sign shall be fabricated using Type AA or AZ fluorescent orange sheeting for the background material with black vinyl or black opaque ink legend, symbol and borders. The "American Recovery and Reinvestment Act" sign shall be fabricated using Type AP green sheeting for the background with Type AP white sheeting for the legend and border. A green translucent overlay film may also be used over white Type AP sheeting to fabricate the "American Recovery and Reinvestment Act" sign.

Sign Layout. See following attachment. The "Putting America to Work" sign shall be 84 in. x 18 in. The "American Recovery and Reinvestment Act" sign shall be 84 in x 60 in.

General. The signs shall be erected to applicable portions of Article 701.14 of the Standard Specifications. These signs shall be erected midway between the first and second warning signs as required by the traffic control plan and standards utilized for this project. If the second warning sign is defining a moving or intermittent operation, the sign may be maintained at a distance of 500 ft (150 m) beyond the first post mounted ROAD CONSTRUCTION AHEAD sign. The signs shall remain in place for the duration of the project. Upon completion of the project, the signs and posts shall be removed and shall remain the property of the Contractor.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be included in the cost of Traffic Control items as shown on the plans.



PROJECT FUNDING SOURCE : SIGN/ASQUARTE



NOTE: SICH SHALL NOT BE INSTALLED WITHOUT

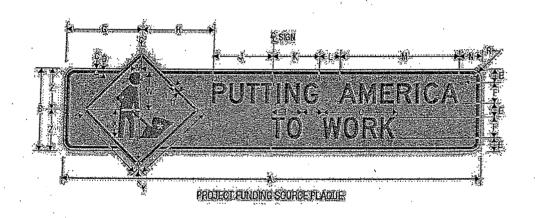
E-HBDS(0):E-HS(C):ES													
A	B	G	D.	Ē	Ð	G	Ж	ø.	K,	Ţ	M	Ŋ	(k
720	84.	j,5	15%	35 /D.	M.5	.B.D.*	3.65	ST (Lin	TAN	10	27.917	5	10.831
M	缈	1	₩.	40	35	ĞĞ*	å.	1000	927	Ĭ	19.047	4	1888
Part Transcription		*********	6. 100.27.20 F 188				A		· · · · · · · · · · · · · · · · · · ·	4-1-4-1-4-1-4-1-1-1-1-1-1-1-1-1-1-1-1-1	**************		
	Jr.	G.	1	<u>u</u>	í lý	₩		W.	7	Ŵ	, UK		44
74.00F	1910	11.000	4942	2242	44259	40.401	£882	1676E	ALACK.	<i>3</i> 4	10.288	#3 #3	: 2003
0.004	5162	7.763	31722	2415	3,585	30,552	41.542	30011	14737	6	102175	, a	21.

		T AND
	manimizara.	
	45	3
79	225	275

* increase of arroter aposing 50% * * See Protograph *** Soc Protograph

GOLDRIS: LEGEND, BORDCH: -- WHITE RETRORUFFLECTIVE!

PACKAROUND: -- GREEN HEINGREEL ECTIVE!



NOTE PLANT STALTED **See Standard Highway Signs WITHOUT STALTED **See Standard Highway Signs Page 659 and symbol designs													
Unanah	r in stries	p Lakima tamatan	Sameran en en esta	*	£ 101.00 0111.0000 1 111	J	·			\ }	`		i nervana anemanis
l A	7.			****		10	Ü	, Å	K	I I	N.	W	, P ()
720	. 224	0625	4875	X	60	22349	20 370	17.281	13:20	76	3122	66	£765F
	1 10	0376	viecs.	36	w.D.	10307	15,616	9.707	10,667	AL.	22213	þ	(5.0.0)
**************************************	K	A COLUMN TO A COLU					COLORODO DO COLORODO DO COLORODO DE COLORODO DE COLORODO DE COLORODO DE COLORODO DE COLORODO DE COLORODO DE CO	(111 16		•		
	T R		A.	. 🦝 i	(M)	W		¥ .	ijanai i				
gianis.		8	0.400	:03529	T.	11	8	Įb:	The second				
14009	225	18	0375	0.625	Cagnillo Sinak	7	6	15	9				
•													

COLORS: LEGEND: BONDES - BLACK HARKBROUND - DRANGE (RETHEREFLEY (NE)



RECOVERY Vactor Based, Vinyl Heady Pictograph

COLURS: LEGEND, OUTUNE — WHITE (RETROREPLECTIVE)

BORDER — BLUE (RETROREPLECTIVE)

EAGKOROUND (UFFER) — BLUE (RETROREPLECTIVE)

EAGKOROUND (LOWER (IGHT) — RED (RETROREPLECTIVE)

BACKGROUND (LOWER LEFT)) — GREEN (RETROREPLECTIVE)



usdot tiger: VeetorBased,Vinyl Ready Pictograph

COLORS: OUTLINE WHITE HETRORES LECTIVE)
USCOTLEGEND: # BLACK
'NGES DIAGONA'S: — BLACK'.

ORANGESHEIKORESLECTIVE):

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

Effective: November 1, 2008

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

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

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

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

CEMENT (BDE)

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

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

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

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

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

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

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (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."

CONCRETE ADMIXTURES (BDE)

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

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

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

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

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

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

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive 'areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

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

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

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

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

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

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform ________% 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.

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

<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. Rostal Service or the receipt issued by a delivery service. responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the

penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

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

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

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

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

using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment 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 Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

DOWEL BARS (BDE)

Effective: April 1, 2007 Revișed: 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."

EQUIPMENT RENTAL RATES (BDE)

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

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

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

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

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

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

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

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

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

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

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

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

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

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

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

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

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

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

MONTHLY EMPLOYMENT REPORT (BDE)

Effective: April 1, 2009

In addition to any other reporting required by the contract, the Contractor shall provide to the Engineer an employment summary for all employees working on the contract from the contract execution date to the last full pay period each month for the duration of the contract. The report may include but is not limited to:

- a) A listing of the total number of employees.
- b) The employee job classification.
- c) The total hours worked and payroll for each employee.

The report shall be completed by the Contractor and each subcontractor. Employee hours worked from home office or other off-site office hours worked related directly to this contract shall be included. Engineering consulting firms performing construction layout and material testing for the Contractor shall also be included.

Hours worked for material suppliers, services provided by purchase orders, Department employees or consulting firms performing inspection or testing for the Department shall not be included in the report.

The report shall contain all hours worked under the contract from the start of the month to the last full pay period each month and shall be submitted no later than 10 business days after the end of each month.

The report shall be submitted electronically in a format determined by the Engineer. See attachment for potential reporting format.

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.



Attachment

First day of reporting period 2. I (mm/dd/yyyy):	ast day of reporting period (mm/dd/yy)	y): 3. Notice to Proceed Dat	e (mm/dd/yyyy)	;
4. NAME AND ADDRESS OF FIRM		5. FEDERAL-AID PROJE	CT NUMBER	
		6. State Project Number o	rID	
7. CONTRACTING AGENCY		8. STATE (or Federal Lar	ids Region)	
	Employme	ent Data		
Direct, On-Project Jobs		TOTAL EMPLOYEES	TOTAL HOURS	TOTAL PAYROLL
ONSTRUCTION	NEW HIRES EXISTING EMPLOYEES			
ON-CONSTRUCTION	NEW HIRES			
OTAL .				

This form is issued in association with the American Recovery and Reinvestment Act of 2009

PAYMENTS TO SUBCONTRACTORS (BDE)

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

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: March 1, 2009 Revised: July 1, 2009

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

"STATEMENTS AND PAYROLLS

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

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

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

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

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

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

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

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
 - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
 - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
 - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
- d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
- e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

PUBLIC CONVENIENCE AND SAFETY (BDE)

Effective: January 1, 2000

Add the following paragraph after the fourth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

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

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

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

l candela	nitial Minimum Coeffi as/foot candle/sq ft (c	cient of Ref andelas/lux	roreflection /sq m) of ma	terial
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:

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

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 \times 24 in. (200 \times 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

"A maximum of 15 percent of the total test sample by weight may be oversize material."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

NOTE BOOK

STATE OF ILLINOIS **DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS**

PLANS FOR PROPOSED FEDERAL AID HIGHWAY

ARRA SIDEWALK PROJECT **VARIOUS LOCATIONS** L.A. SECTION No. 09-00030-00-SW PROJECT No. ARA-9003(378) JOB No. C-91-745-09 CITY OF PALOS HILLS **COOK COUNTY**

CONSTRUCTION LIMITS

ROBERTS ROAD, FAU 2759 (97th STREET TO 111th STREET) 111th STREET, FAU 1581 (KEAN AVENUE TO 76th AVENUE)



SHEET #	INDEX OF SHEETS DESCRIPTION
1	TITLE SHEET
2	SUMMARY OF QUANTITIES
3	GENERAL NOTES /HIGHWAY STANDARDS
4	TYPICAL SECTIONS
5	PROJECT LOCATION MAP
6-10	SCHEDULE OF QUANTITIES
11	TRAFFIC CONTROL AND PROTECTION
	FOR SIDEROADS, INTERSECTIONS, AND
	DRIVEWAYS
12	CURB OR CURB AND GUTTER
	REMOVAL AND REPLACEMENT
13–16	STANDARDITRAFFIC SIGNAL DESIGN DETAILS
$\overline{}$	The same of the sa

DAMESTO DATE

DAMESTO DATE

DAMESTO DATE

DAMESTO DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE

DATE FIELD ENGINEER: MELCHOR MANGUBATTHE

201 W. CENTER COURT SCHAUMBURG, ILLINOIS 60196-1096 (847) 705-4408

TRAFFIC DATA ADT (YEAR) = SPEED LIMIT = VARIES VARIES

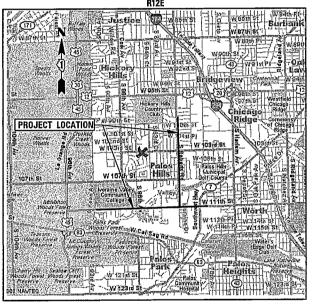
PRINTED BY THE AUTHORITY OF THE STATE OF ILLINOIS

DESIGN DESIGNATION: ARTERIAL

J.U.L.I.E. JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION 1-800-892-0123

CHRISTOPHER B. BURKE ENGINEERING LTD. 9575 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (84 (847) 823-0500

CONTRACT NO. 63258



GROSS LENGTH OF PROJECT = 19,800 FEET (3.75 MI) NET LENGTH OF PROJECT = 19,800 FEET (3.75 MI)

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS
APPROVED 20 BLOOD HILLS
PASSED JULY 16 2009 CHRISTIPHER HELT DISTRICT 1 ENGINEER OF LOCAL ROADS AND STREETS
RELEASING FOR BID BASED ON LIMITED REVIEW JULY 16 2009 Diane M. O'Keefe

DEPUTY DIRECTOR OF HIGHWAYS, REGION ONE ENGINEER

SUMMARY OF QUANTITIES

PAY ITEM I	ITEM	UNIT	SFTY-1B QUANTITY
21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	100
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	2
	NAME OF THE PROPERTY OF THE PR	POUND	2
25000500	PHOSPHORUS FERTILIZER NUTRIENT	TOOKS	
25000600	POTASSIUM FERTILIZER NUTRIENT	POUND	2
		SQ YD	100
25200110	SODDING, SALT TOLERANT	30 10	100
31101000	SUB-BASE GRANULAR MATERIAL, TYPE B	TON	485
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	39250
42400800	DETECTABLE WARNINGS	SQ FT	975
44000100	PAVEMENT REMOVAL	SQ YD	535
44000600	SIDEWALK REMOVAL	SQFT	39450
_4400000	SIDEYALK KLIND YOU		
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	450
67100100	MOBILIZATION	LSUM	1
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	LSUM	11
			1
70102635	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	LSUM	
70102640	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	LSUM	1
		FA011	
81400115	HANDHOLE TO BE ADJUSTED	EACH	4
X0322494	CURB CUT	FOOT	200
			46
XX002258	STRUCTURES TO BE ADJUSTED	EACH	46

* SPECIAL PROVISION

△SPECIALTY ITEM

CHRISTOPHER B. BURKE ENGINEERING LTD. PLAN

STS West Higgins Road, Suite 600

Resement, Illinois 60018

1847 923-0500

NOT ILE. SURVEYED
PLOTTED
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE BOOK GRADES CHE
NOTE

EXISTING PACILITIES 80 THAT THE UTILITIES AND THEIR APPURTENANCES MAY BE LOCATED AND ADMISTED OR MOVED IF NECESSARY PRIOR TO THE START OF CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL COOPERATE WITH ALL LITELITY OWNERS AS PROVIDED FOR IN THE STANDARD SPECIFICATIONS.

THE LOCATIONS OF EXISTING DRAINAGE STRUCTURES STORM AND SANITARY SEWERS WATER SERVICE LINES AND OTHER UTILITY LINES ARE APPROXIMATE, AND THE CITY DOES NOT GUARANTEE THEIR ACCURACY THEIR EXACT HORIZONTAL AND VERTICAL LOCATIONS ARE TO BE DETERMINED IN THE FIELD BY THE CONTRACTOR AT HIS OWN

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UNDERGROUND or burface utilities even though they may not be shown on the plans any UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE ENGINEER OR THE CITY. THIS WORK SHALL BE AT THE CONTRACTOR'S EXPENSE

BEFORE STABTING ANY EXCAVATION, THE CONTRACTOR SHALL CALL "JULIE" AT 800-892-0123 FOR FIELD LOCATIONS OF BURIED ELECTRIC TELEPHONE GAS AND CARLE TELEVISION FACILITIES. (48 HOURS NOTIFICATION IS REQUIRED.)

THE CONTRACTOR SHALL PROTECT AND CAREFULLY PRESERVE ALL SECTION OF SUBSECTION MONUMENTS OR PROPERTY OR REFERENCE MARKERS UNTIL THE CITY. HIS AGENT OR AN AUTHORIZED SURVEYOR HAS WITNESSED OR OTHERWISE REFERENCES THEIR LOCATIONS

WATER, STORM SEWER AND SANITARY SEWER

WHENEVER DURING CONSTRUCTION OPERATIONS ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF DRAINAGE STRUCTURES SUCH THAT THE NATURAL FLOW OF WATER IS OBSTRUCTED, IT SHALL BE REMOVED AT THE CLOSE OF EACH WORKING DAY, AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL UTILITY STRUCTURES SHALL BE FREE FROM DIRT AND DEBRIS. THE WORK SPECIFIED ABOVE WILL NOT HE PAID FOR SEPARATELY BUT SHALL BE INCIDENTAL TO THE CONTRACT.

ANY EXISTING OR PROPOSED STORM SEWER DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AND INCIDENTAL TO THE CONTRACT.

THE CONTRACTOR SHALL NOT OFFN OR SHUT ANY WATER VALVES OR FIRE HYDRANTS CONTACT WATER DEPARTMENT FOR THEM TO TURN VALVES OR OPERATE HYDRANTS. UNAUTHORIZED USE SHALL SUBJECT THE OFFENDER TO ARREST AND FROSECUTION.

MISCELLANEOUS

INS: IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS EXISTING IN THE FIELD PRIOR TO ORDERING MATERIALS

ALL SAWCUTTING SHALL BE INCLUDED IN REMOVAL ITEMS AND SHALL BE PERFORMED PRIOR TO REGINNING REMOVAL ANY ITEMS OF WORK REMOVED PRIOR TO RAWCUTTING WILL NOT DE PARTIELD BUD DAMPER

PAVEMENT PATCHING STRUCTURES TO BE ADDRIVED WILL BE DETERMINED BY THE ENGINEER IN THE FIELD AND WILL NOT EXCEED THE PLANNED QUANTITY.

RELOCATING EXISTING SIGNS: EXISTING SIGNS WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE REMOVED AND REINSTALLED UPON COMPLETION OF CONFLICTING IMPROVEMENTS IN ACCORDANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM TRAFFIC CONTEOL DEVICES" AND THE "STANDARD SPECIFICATIONS FOR ROAD AND BEIDGE CONSTRUCTION*.STOP HIGNS, SPEED LIMIT BIGNS, AND STREET NAME SIGNS BRAIL BE UP AND VESIELS AT ALL TIMES. THE WORK SHALL BE INCLUDED IN THE PAY TIXES FOR TRAFFIC CONTROL AND PROTECTION.

MAILBOXES WHICH ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHALL RE REMOVED TEMPORARILY RELOCATED AND REPLACED UPON COMPLETION OF THE PROPOSED IMPROVEMENTS AS DIRECTED BY THE ENGINEER THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT.

PAY ITEMS IN THE SUMMARY OF QUANTITIES HAVE BEEN ESTIMATED, IF IN THE ENGINEER'S OPINION, THE WORK IS NOT REQUIRED, THE ITEM WILL BE DEDUCTED FROM THE CONTRACT AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

Contractor shall not place sod until the temperature is 80^ or less and the forecast for the next 7 days brows temperatures of 80^ or less if all other pay items are completed, the contractor will not be charged working days for delays in pareway restoration due to temperature.

OOUNTY OF COOK HIGHWAY DEPARTMENT GENERAL CONDITIONS FOR PERMITS FOR WORK

LCAPITALIZED TERMS USED IN THIS PZEMIT AND NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE FUBILIO WAY REQULATORY ORDINANCE (THE "ORDINANCE", CHAPTER & ARTHOLE III, SECTIONS SO ET SEQ. OF THE COOK COUNTY CODE. REQUIREMENTS EST YORTH IN THESE CENTRAL CONDITIONS ARE IN ADDITION TO AND NOT IN LIDITATION OF THE REQUIREMENTS OF THE SOURMAN.

LIGHTATION OF THE REQUIREMENTS OF THE CHRIMANUE.

AND LANE CLOSURES OR TRAFFIC DETOMS SELECTING TO PERMITTED WORK WILL BE ALLOWED FOR BETWEEN THE HOURS OF & ALK TO & ALK AND 3 FM TO 6.50 PM, (OTHER TEAN AS ALLOWED FOR EMBEDGENCY MANTHEANING FRE THE OBJANUACE, ALL THEFFIC CONTROL DEVICES MOST CONTROL TO THE LATEST EDITION OF THE STATE OF ILLINOIS "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HEIGHWATE."

STRENT AND HIGHWARS.

S. PREMITTE SHALL FURNISH ALL MATERIAL TO DO ALL WORK REQUIRED, AND PAY ALL COSTS
WHICK MAY BE INCURRED IN CONNECTION WITH SUCH WORK, AND SHALL PROSECUTE THE SAME
DIJAGRATHY AND WITHOUT DELAY TO COMPLETION, SEE CARDINANCE FOR ADDITIONAL REQUIREMENTS AS
TO WORK IN THE FURID WAY.

4. PHIGHITES SHALL PERFORM ALL FERMITTED WORK IN ACCORDANCE WITH THE CURRENT
DIAHORD STECHTICATIONS FOR BOAD AND SMIDGE CONSTRUCTION OF THE LILINGS DEPARTMENT OF
TRANSPORTATION INJURIES THE SUPPLEMENTAL SPECIFICATIONS TERRETO OF THE COUNTY OF COCK,
AND AS DETAILED IN THE FERMIT AND THE ORDINANCE, AND ALL SUBMITTALS MADE FURSUANT TO THE
APPLICATION PROCESS, AS MODIFIED AT THE REQUIRE OF THE HIGHWAY DEPARTMENT AND AS FINALLY
APPROVED BY THE HIGHWAY DEPARTMENT.

AFFROVALD SI INE MUNICIPE WORK PERMITTED WORK PERMITTED SHALL, AT INS OWN COST, AND IN A THORUTY MANNER, GUT IN NO EVERT MORE THAN 30 DAYS UNLESS ANOTHER TIME FRAME IS DIRECTED BY THE HIGHEAV DEPARTMENT, REFORE THE PUBLIC WAY SUBSTANTALIZE TO THE SAME CONDITION IN WHICH IT WAS REFORE THE PERMITTED WORK WAS COMMENCED AND SHALL REMOVE ALL DEBRIS, BURBISH, MATCHILD, APPARATUR, FOOLS, AND EQUIPMENT, AS MALL SCASE SECONATED MATCHILD, FROM THE PUBLIC WAY, ALL TO THE SATISFACTURE OF THE COURS COUNTY SUFFRINTENDENT OF

HIGHWAYS.

6. SHOULD FUTURE CONSTRUCTION AND OPERATION OF THE HIGHWAYS BY THE COUNTY OF COOK
REQUIRE ALTERATION OR RELOCATION OF THE PERMITTEE'S FACILITIES, SUCH CHANGE SHALL BE MADE
BY THE PERMITTEE, ITS SUCCESSOR OR ANSIGNS UPON THE WRITTEN REQUIST OF THE SUPERINTENDEN

of highways without expense to said county or state requirements for any such requested alteration or relocation are further detailed in the ordinance.

ALTERATION OR RELOCATION ARE FURTHER DETAILED IN THE GIBBINANCE.

FERRITTER, ITS GLOCESSOR AND ASSIGNS ASSUME ALL BIRST AND LIABILITY FOR ACCIDENTS AND

DAMAGES THAT MAY ACCIUE TO PERSONS AND PROPERTY, DURING THE PRODECUTION OF THE WORK OR ANY
TIME THEREAFTER, BY REASON OF THE LOCATION, CONSTRUCTION, INSTALLATION, OFFERTATION,

MAINTENANCE, REPAIR AND WORK REFERRED TO IDERED, AND PERMITTER, BY ACCEPTANCE OF THIS

PEIMIT, GRUESS TO INDUSEMITY AND BUYE HIRAGRES THE COUNTY OF DOOK FROM ANY SIGGIT CLAMES FOR

DAMAGES AND FROM ALL COSTS AND EXPENSES INCURRED ON ACCOUNT THEREOF AND IN CONNECTION

THEORETICS.

THREWAYTH.

AN CHANGES, ALTERATIONS, OR REVISIONS TO THE PERMITTED WORK ARE ALLOWED UNLESS AFFROVED IN WRITING BY THE COOK COUNTY SUPERIFICATION OF MICHAMS OR HIS DESIGNER, SEE CEDIMAN FOR DETAILED REQUIREMENTS AND FRES RELATION TO PERMIT MODIFICATIONS.

9. IN ACCORDANCE WITH ORDINANCES OF THE COUNTY, AND AGREEMENT BY THE PRIMITITES, THE PERMITTEE ACKNOWLEDGES AND AGREES THAT THIS PERMIT IS NULL AND VOID IF THE PERMITTEE IS DELINQUENT IN THE PARAMENT OF ANY TAX OR FEE ADMINISTREED BY THE COUNTY OF COOK.

10. THE PAVEMENT, PARKWAY AND ALL DRAINAGE SYSTEMS SHALL BE KEPT CLEAN AND FREE OF DEBRIS AT ALL TIMES.

IL UNLESS PARTICULARLY EPECIFIED IN THE FERRIT, NO EQUIPMENT OTHER THAN
PREUMATIC-TIRED EQUIPMENT USED DURING THE INSTALLATION STALL RE FREMITTED TO STOP OR
OPERATE ON THE PAYEMENT NOE BRALL ANY EXCAVATED MATERIALS BE STORED TEMPORABILLY OR
OTHERWISE ON THE COUNTY HIGHWAY PAYEMENT.

CCESS TO DRIVEWAYS, BOUSES, BUILDINGS OR OTHER PROPERTY ABUTTING THE SITE OF THE PERMITTED WORK SHALL NOT BE BLOCKED.

15. THE PERMITTEE SHALL CONDUCT ITS OPERATIONS IN A MANNER SO AS TO INSURE THE MINIMUM HINDRANCE TO TRAFFIC.

14. THE USE OF FLAMMEN AND THAT THE NUMBER, TIPE, COLOR, SIZE AND FLACEMENT OF ALL THARFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE STATE OF ILLINOIS "MANDAL ON UNIFORM TRAPFIC CONTROL DEVICES FOR STREETS AND HORIWAYS."

15. ALL AERIAL LINES CEOSSINGS OR PARALLEL MUST HAVE A MINIMUM CLEARANCE OF 18'3".

IS ALL ARRAL LINES CROSSINGS OR PARALLEL MUST HAVE A MINIQUM CLEMENCE OF 18°5.

18. THIS PERMIT COVERS ONLY THE PERMITTED WORK AND DOES NOT RELEASE THE PERMITTEE

FROM FULFILLING THE REQUIREMENTS OF ANY OTHER LAWS RELATING TO THE PERMITTEE WORK,

FULFILLMENT BY PERMITTEE OF ALL REQUIREMENTS SET FORTH IN THE PERMIT FOR WORK APPLICATION

AND ITS INSTRUCTIONS, INCLUDING WITHOUT LIMITATION, INSURANCE AND BOINDING REQUIREMENTS

("APPLICATION REQUIREMENTS") ARE A CONDITION OF THIS PERMIT, ESUANCE OF THIS PERMIT,

WITHOUT THE FULFILLMENT OF ALL APPLICATION REQUIREMENTS BY PERMITTEE SHALL NOT ACT AS A

WANTER OF PERMITTEES DELIGATION TO COMEN'S WITH SUCH APPLICATION REQUIREMENTS, UNLESS

APPROVAL IN WRITING OF SUCH CHANGE IS GIVEN BY THE COOK COUNTY SUPERINTEADENT OF HIGHWAYS.

17.AT LEAST TWO (2) DAYS ADVANCE NOTICE PRIOR TO THE START OF WORK SHALL HE GIVEN TO THE COUNTY PREMIT DIVISION, MR. BHANU VYAS (312)-503-1670.

18. THE FERMIT CAN BE EXVOKED PURSUANT TO THE TERMS OF THE ORDINANCE OR AT THE DISCRETION OF THE COOK COURTY SUPERINTENDENT OF HIGHWAYS, ADDITIONAL GENERAL CONDITIONS THAT FESTAIN TO CONSTSURIOUS PERMITS

Construction persings made in the public way shall be backfilled with band or limberone screening adequately compacted in accordance with method 1 specified in article 66007 of the State Standard specifications.

M.ALL PAVEMENT OPENINGS AND CURB CUTS SHALL BE SAW CUT FULL DEPTH.

ALLI PAYEMENT OPENINGS SHALL BE MACCOLATELY SUFFACED WITH A TEMPORARY SHTUMINOUS PATCH AT LEAST THREE INCRES IN THICKNESS, THIS PATCH THEM MUST BE INSPECTED DAILY AND ADDITIONAL SHTUMINOUS PATCH MATERIAL MUST BE PLACED, DAILY IN PROCESSARY, TO MATRIANT THE PATCHED AREA AT THE SAME ELEVATION AS THE ADIACENT UNDISTURBED PAYEMENT FOR A PERIOD OF NOT LESS THAN 30 DAYS AFTER SO DAYS PERMANENT REPLACEMENT IN KIND SHALL BE MADE TO THE BASE COURSE AND PAVEMENT SURFACE

ALL AUGER PITS SEALL BE A MINIMUM OF 10 FEET FROM THE EDGE OF PAYEMENT OR BACK OF CUER, AND WOOD OR STEEL SHEETING SHALL BE USED, AND AUGER PITS LEFT OPEN OVERNIGHT SHALL BE PROTECTED WITH CONCRETE BARRIER WALLS.

25. ALL CASINGS SHALL BE PRESSURE GROUPED BOTH INSIDE AND OUTSIDE OF THE CASING.

23.ALI CASNOS SHALL BE PERSSURS GROUTED BOTH INSIDE AND OUTSIDE OF THE CASNO.

43.THAT A MINIMUM DEPTH OF 42 INCESS WILL ER MAINAMED FROM THE GROUND SUPERAGE TO THE

TOP OF THE CONDUIT, CABLE OR FUPE AND A MONIMUM DEPTH OF SE INCESS FROM THE THUE FLOW LINE

OF THE DEARNAGE DITCH TO THE TOP OF THE CONDUIT, CABLE OR FUPE

25.THAT ALL EXCAVATION WORK WITHIN THERE (S) FIRST OF THE PAYMENT EDGE WILL BE DONE MANUALLY.

26.IF FREMITTED DECOVERS DURING THE PROCESS OF THE FRANCITED WORK THAT SUPERFRANCEM CONDITIONS

FROMBET THE CONSTRUCTION OF SAM DEPROYMENT IN AND ALONG THE ALIQNAMENT AS OUTLINED IN

THE PLANS, IT IS EXPRESSLY UNDERSTOOD THAT ALL FERMITTED WORK SHALL CRASE UNTIL A PROPOSED. REVISED ALIGNMENT HAS BEEN APPROVED BY THE COOK COUNTY HIGHWAY DEPARTMENT AND THE PERMIT HAS BEEN MODIFIED.

28.EER MODIFIED.

27. WHTHOUT FURTHER ACTION, THE COOK COUNTY HIGHWAY DEPARTMENT RESERVES THE RIGHT TO MAKE CONNECTIONS TO THE PROPOSED STORM SEWER FOR THE FURPOSE OF DRAINING THE HIGHWAY.

28. THE FERMITTEE SHALL BE RESPONSIBLE FOR PROVIDING POSITIVE DRAINAGE.

29.IN THE REMOVAL OF SIDEWALES, CURS, GUTTER OR PAVEMENT, THE USE OF ANY TYPE OF CONCRETE BREAKER THAT WILL DAMAGE THE UNDERGROUND STRUCTURES WILL NOT BE PERMITTED.

PROPERTY ABUTTING THE SITE OF THE PERMITTED WORK.

so, perantitee shall provide and maintain at its own expense, such temporary boads and approaches, as may be necessary to provide access to driveways, houses, buildings or other

PROPERTY ABUTING THE SITE OF THE PERMITTED WORK.

IF OR DRIVEWAY INSTALLATIONS, THE PERMITTEE SHALL REMOVE EARTH TO ITS FULL DEPTH,

STARTING AT THE ELOGE OF THE PARMEMENT, FOR THE FULL DIMENSIONS OF THE PROPOSED DRIVEWAY,

AND REPLACED WITH MATERIALS TO BE USED IN THE CONSTRUCTION OF THE DRIVEWAY,

22 WHEN LEGITING TRAFFIC CONTROL SIONS SUCH AS FORP SIGNS, STOP AREAD SIGNS AND GROSSHOAD

SIGNS ARE REMOVED IN THE PROGRESS OF THE PERMITTED WORK, SAID SIGNS SHALL BE IMMEDIATELY RESET AS CLOSE AS POSSIBLE TO THEIR ORIGINAL LOCATION.AFTER THE CONSTRUCTION OF THE FACILITY OR THE COMPLETION OF THE PERMITTED WORK HAS BEEN APPROVED, SAID TRAFFIC CONTROL EIGNS SHALL BE RESTORED TO THEIR ORIGINAL POSITION AND CONDITION OR AS DIRECTED BY THE COUNTY PERMIT ENGINEER.

SATHE PERMITTE BHALL CONDUCT ITS OPERATIONS IN A MANNER SO AS TO INSURE THE MUNIMUM HINDRANCE TO TRAFFIC, USING THE PATEMENT AND AT NO TIME SHALL ITS OPERATIONS OBSTRUCT MORE THAN ONE HALDWAY OF THE AVAILABLE PATEMENT WOTH.

34. THIS PERMIT IS INSUED WITH THE EXPRESS UNDERSTANDING THAT THE PERMITTEE HAS OBTAINED THE PROPER AUTHORITY FOR THE SAID INSTALLATION FROM THE "ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF PUBLIC WATER SUPPLES.

HIGHWAY STANDARDS

000001-05	STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS
001006	DECIMAL OF INCH & FOOT
424001-05	CURB RAMPS FOR SIDEWALKS
606001-04	CONCRETE CURB TYPE B AND COMBINATION CONCRETE CURB AND GUTTER
701001-02	OFF-RD OPERATION 2L, 2W, MORE THAN (15') AWAY
701801 08	LANE CLOBURE 2L, 2W, SHORT TIME OPERATIONS
70160G-0G	URBAN LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN
701701-06	URBAN LANE CLOSURE, MULTILANE INTERSECTION
70180104	LANE CLOSURE MULTILANE 1W OR 2W CROSSWALK OR SIDEWALK CLOSURE
701901-01	TRAFFIC CONTROL DEVICES
614001-02	HANDHOLES
814006-02	DOUBLE HANDHOLES

CHECKED Y CHECKED NAME SURVEYED—PLOTTED—ALIGNMENT RT. OF WAY CADD FILE N

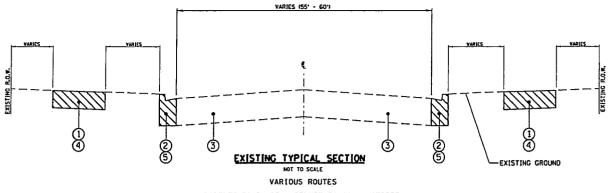
800K PLAN NOTE NO 1.0 ENGINEERING

BURKE E Sulte 600 Road. 60018 COPHER 1 Higgins Ru 1. Illinois 60 #857 mont. 823-09 CHRI 9575 M Rosem (847) 8

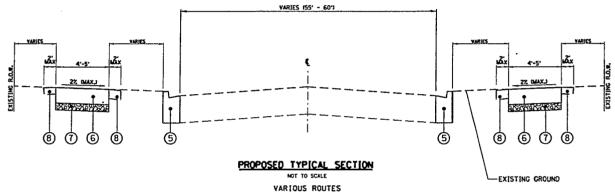
മ <u>0</u>10

PLOTTED GRADES CHECKED B.M. HOTED STRUCTURE NOTATIVIS GFXD PROFILE 800X 50 TE





ROBERTS ROAD (97th STREET TO 111th STREET)



ROBERTS ROAD (97th STREET TO 111th STREET)
111th STREET (KEAN AVENUE TO 76th AVENUE)

LEGEND

- 1 EXISTING PORTLAND CEMENT CONCRETE SIDEWALK
- ② EXISTING CURB AND GUTTER
- 3 EXISTING PAVEMENT
- 4 SIDEWALK REMOVAL, S.F., (AS DIRECTED BY THE ENGINEER)
- (5) COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (AS DIRECTED BY THE ENGINEER), FT. INCLUDES 4" SUBBASE GRAMMLAR MATERIAL TYPE B
- 6 PORTLAND CEMENT CONCRETE SIDEWALK, 5"
 (AS DIRECTED BY THE ENGINEER), S.F.
- TO SUB-BASE GRANULAR MATERIAL, TY-B. 2". TON
- SIDEWALK RESTORATION:
 TOPSOIL FURNISH AND PLACE, 4"
 (INCLUDED IN THE COST OF THE P.C.C. SIDEWALK)
 SEED, CLASS 2A
 INCLUDED IN THE COST OF THE P.C.C. SIDEWALK)

SURVEYED
PLOTTED
GRADES CHECKED
B.M. NOTED
STRUCTURE NOTAT'NS CHYED

PLAN NOTE BOOK NO.

CHRISTOPHER B. BURKE ENGINEERING LTD. 9575 West Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500

m

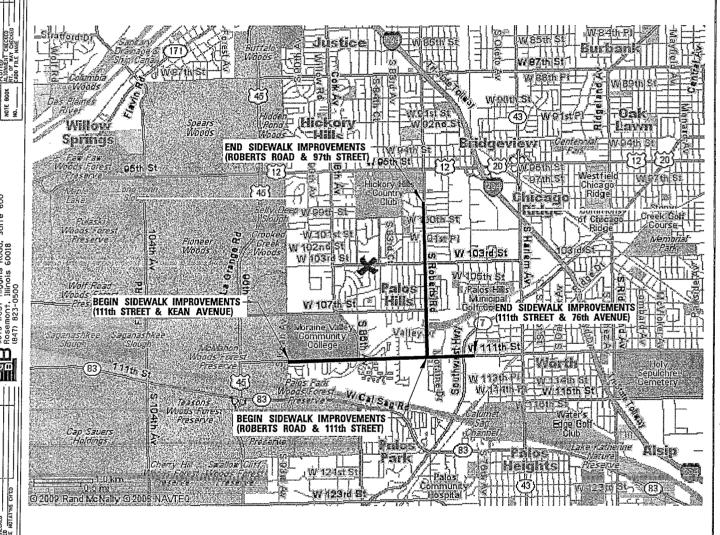
S

PROFILE SURVEYE PLOTICE NOTE BOCK GRADES NO. STRUCTU

PROJECT LOCATION MAP

LEGEND SIDEWALK IMPROVEMENTS

CITY OF PALOS HILLS ARRA SIDEWALK IMPROVEMENTS



LTD. ENGINEERING BURKE E Suite 600

CHRISTOPHER B. BI 9575 West Higgins Road, Si Rosemont, Illinois 60018 (847) 823-0500

 Ω

NOTE BOCK

7/13/2000

NigPALDSHILLSg090221g01illgLocalTonumap.dgn

6

PROFILE STRAKED
PLOTIED
PLOTIED
NOTE BOOK BAY, MOTEOTHE HOTATWS CHIED
NO.

CHRISTOPHER B. BURKE ENCINEERING LTD. SETS WEST HIGGINS ROOD, SUITE 600 EM ROSEMONT, Illinois 60018 (847) 823-0500

SCHEDULE SUMMARY

	TIAS GOS	TOLEDANT CV	OLEIMAIN, 31	39.00	000	0.0	11.00	TT'00	16.00	20.02	96.00	20,00
	TOPSOIL 4"	-	+	39.00	6	00'0	11.00	77.00	16.00	10.00	96.00	20,00
	PAVEMENT .		ic facilities						535.00	20:00	535 00	201000
	HANDHOLE TO BE	ADJUSTED, FACH		7.00			100	2012	100	2012	4.00	
	STRUCTURE TO BE	ADJUSTED, EACH	2000	13.00	22.00		2.00		00.6		46.00	
	DETECTABLE	WARNINGS, SF	00 00 0	700.00	272,00		232,00		300.00		972.00	
	SUBBASE GRANULAR	MATERIAL, TY-B, 2" TON	40.04	140.24	135,23		75.48		133.41		484.35	
	PCC SIDEWALK,	5", SF	11350 05	CO'CCCTT	10953,25		6114.25		10806.00		39232.55	
	SIDEWALK	REMCVAL, SF	11653 05	רוירוירי	10903.25	10000	6277.79		10655.00		39443.55	
	CHRR CIT ET		18.00	2000	45.00	00 00	78.00	400.00	TOO:OO	20,000	191,00	
2010010010100	COMB. CONCCURB &	GUTTER R &R, FT	127.00		74.00	122.00	133,00	127.00	00.011	00 047	450.00	
	LOCATION		111th Northside	1 111111	111th Southside	Doborto Dood Costeida	nobel to hody castside	Doborto Dond Montaide	Nobel to Modul Westside	CIATOT	IOIALS	

SCHEDULE OF QUANTITIES ROBERTS ROAD (WEST SIDE)

LOCATION (Roberts Road, Moving South)	COMB. CONC CURB & GUTTER R &R, FT	CURB CUT, FT	SIDEWALK REMOVAL, SF	PCC SIDEWALK, 5",	SUBBASE GRANULAR MATERIAL, TY-B, 2" TON	DETECTABLE WARNINGS, SF	PAVEMENT REMOVAL, SY	STRUCTURE TO BE ADJUSTED, EACH	HANDHOLE TO BE ADJUSTED, EACH	TOPSOIL, 4", SY	SOD, SALT TOLERANT, SY
Roberts Rd. & 97th St. (Island)			114	114	1.4	16					
Roberts Rd. & 97th St. (SW Corner)			275	275	3.4	16		1			
9712 Roberts Rd.	i		75	75	0.9			1			
9716 Roberts Rd.			115	115	1,4						_
9736 Roberts Rd.			150	150	1.9						
9748 Roberts Rd.			50	50	0,6						
9750 Roberts Rd.			\$0	50	0,6						
Roberts Rd. & 98th St. (NW Corner)		6	80	80	1.0	8				1.0	1.0
Roberts Rd. & 98th St. (SW Corner)	20		55	55	0.7	8					
98th St. to 99th St.			570	570	7.0					<u> </u>	
Roberts Rd. & 99th St. (NW Corner)	12		165	165	2.0	16					
Roberts Rd. & 99th St. (SW Corner)	L	26	235	235	2.9	16					
9904 Roberts Rd.		6	275	275	3.4	8					
9906 Roberts Rd.		6	25	25	0.3	8					
9944 Roberts Rd.			115	115	1.4						
Roberts Rd. & 100th St. (NW Corner)		6	60	60	0.7	16					
Roberts Rd. & 100th St. (SW Corner)		6	55	55	0.7	16					
10016 Roberts Rd.			50	50	0.6						
10024 Roberts Rd.			25	25	0.3						
10035 Roberts Rd.			75	75	0.9						
10108 Roberts Rd.			140	140	1.7						
10164 Roberts Rd.			335	335	4.1						
10220 Roberts Rd.			150	150	1.9						
10260 Roberts Rd. (BANK)			220	220	2.7						
Roberts Rd. & 103rd St. (NW Corner)		15 17	220	220	2.7	30 30			- 1		
Roberts Rd. & 103rd St. (SW Corner) 103rd St. to 104th St.		1/	270	228 270	2,8 3,3	30		1 1	\		
10330 Roberts Rd.			575	575	7.1			- +			
Roberts Rd. & 104 th St. (NW Corner)		6	123	123	1.5	8		1			
Roberts Rd. & 104 th St. (SW Corner)		6	25	25	0.3	- 8		1			
10400 Roberts Rd.	<u> </u>	-	125	125	1.5						
10418 Roberts Rd.			100	100	1.2						• • • • • • • • • • • • • • • • • • • •
10426 Roberts Rd.			200	200	2.5						
Roberts Rd. & 105th St. (NW Corner)			185	185	2,3	16					
Roberts Rd. & 105th St. (SW Corner)			85	85	1.0	16					
10500 Roberts Rd.		1	125	125	1.5						
10518 Roberts Rd.			195	195	2.4	i					
10540 Roberts Rd.			150	150	1.9						
LOSSO Roberts Rd.			275	275	3,4						
Roberts Rd. & 106th St. (NW Corner)	20		96	35	0.4	8				7.0	7.0
Roberts Rd. & 106th St. (SW Corner)	10		98	45	0.6	8		- 1		6.0	6.0
0612 to 10628.5 Roberts Rd.		1	100	100	1.2	· · · · · · · · · · · · · · · · · · ·					
0628.5 to 10646 Roberts Rd.			205	205	2.5						
0646 Roberts Rd.		· · · · · · · · · · · · · · · · · · ·	160	160	2.0						
0716 Roberts Rd.			15	15	0.2		İ				
0718 Roberts Rd.		1	240	240	3.0						
0802 Roberts Rd.	Ï		370	370	4.6						
unny Creek Condos		1	25	25	0.3		- 1	1			
oberts Rd. & Sunny Creek Dr. (NW Corner)	11	[35	35	0.4	8					
oberts Rd. & Sunny Creek Dr. (SW Corner)	15		20	20	0,2	8					
toney Creek Bridge			60	60	0.7						
oberts Rd. & Valley Dr. (NW Corner)			325	45	0.6	8				32.0	32.0
oberts Rd. & Valley Dr. (SW Corner)			50	50	0,6	8					
1020 Roberts Dr.				535	6.6		535	1			
1024 Roberts Dr.			855	855	10.6			ļ			
1130 Roberts Dr.			75	75	0.9			1			
1130 to Corner of Roberts Dr. & 111th St.			505	505	6.2						
oberts Dr. & 111th St. (NW Corner)	10		465	465	5.7	8					
oberts Dr. & 111th St. (SW Corner)	18		626	626	7.7	8					
TOTALS	116.00	100.00	10665.00	10806.00	133.41	300.00	535.00	9.00	1.00	46.00	46.00

	E .		П	П
	ă	4	Ц.	Ш
	97			
	SURVEYED	ALIGNMENT CHECKED	CADD FILE NAME	
	PLAN	NOTE BOOK	NO.	
•	BURKE ENGINEERING LTD. PL.	_		
	BURKE	Suite euu		

CHRISTOPHER B. CB 9575 West Higgins Road, EB Rosemant, Illinois 60018 (847) 823-0500

DATE						
38						
			GRADES CHECKED	0	E NOTATINS CHED	
	C. SURVEYED	ı		H.M. NDTE	- STRUCTUR	į
7 11 27 00	17.52		NOTE BOOK	:		

SCHEDULE OF QUANTITIES ROBERTS ROAD (EAST SIDE)

LOCATION (Roberts Rd., East Side)	COMB. CONC CURB & GUTTER R &R, FT	CURB CUT, FT	SIDEWALK REMOVAL, SF	PCC SIDEWALK, 5", SF	SUBBASE GRANULAR MATERIAL, TY-B, 2" TON	DETECTABLE WARNINGS, SF	STRUCTURE TO BE ADJUSTED, EACH	HANDHOLE TO BE ADJUSTED, EACH	TOPSOIL, 4",	SOD, SALT TOLERANT, SY
Roberts Rd. & 111th St. (SE Corner)	GOTTER (COR) TT		65	65	0.8	8	ADJUSTED, CACIT	ADJUSTED, EACH		TOLERAIT, ST
Roberts Rd. & 111th St. (SE Corner)			80	80	1.0				 	
Stoney Creek Bridge			340	340	4.2	8				
Roberts Rd. 11025 (Stop Sign Entrance)			50	50	0.6	16				
Roberts Rd. & 108th St. (SE Corner)			32.5	32.5	0.6	8				
Roberts Rd. & 108th St. (SE Corner)	11.5		50	50	0.4	8	1			
10751 Roberts Rd.	11.5		130	130	1.6	<u> </u>	1		ļ	
10741 Roberts Rd.			75	75	0.9					
10741 Roberts Rd.			25	25	0.3					
10781 ROBERTS Rd.			155	155	1.9					
Roberts Rd. & 107th St. (NE Corner)			287	287	3.5	16		1		
107th St. to Tameling/ Tiffany Ct.			372	372	4.6	10		*		
7956 Tameling/ Tiffany Ct.			50	50	0,6					
7957 Tameling/ Tiffany Ct.			50	50	0.6					
7956 Tameling/ Tiffany Ct.			25	25	0.3					
10537 Roberts Rd.			30	30	0.4					
Tameling/ Tiffany Ct. to 105th St.			155	155	1.9					
Roberts Rd. & 105th (SE Corner)	16.5		100	100	1.2	16				
Roberts Rd. & 105th (SE Corner)	10.3		85	85	1.0	8				——
10411 Roberts Rd.			93	93	1.1					
10411 Roberts Rd.			120	120	1.5					
Roberts Rd. & Paxos Dr. (SE Corner)			126	126	1.6	8			-	
Roberts Rd. & Paxos Dr. (SE Corner)	39		39	39	0.5	8				
10335 Roberts Rd.	39		588.25	588.25	7.3					
10331 Roberts Rd.			218	218	2.7					
10321 Roberts Rd.			100	100	1.2					
10309 Roberts Rd.			25	25	0.3					
10307 Roberts Rd.			100	100	1.2					
10307 Roberts Rd.			50	50	0.6					i
Roberts Rd. & 103rd St. (SE Corner)	16		40	40	0.5	8				·
Roberts Rd. & 103rd St. (SE Corner)	. 10	10	50	50	0.6	8				
"Auto Werks" (Roberts Rd.)			150	150	1.9					
"Funeral Home" (Roberts Rd.)			75	75	0.9					
Roberts Rd. & 102nd St. (SE Corner)		 	30	30	0.4	8				
102nd St. to 101st Pl.			50	50	0.6					
10155 Roberts Rd.			125	125	1.5					
Roberts Rd. & 101st Pl. (SE Corner)	18		135	90	1.1	8	-		5.0	5.0
Roberts Rd. & 101st Pl. (NE Corner)	18		113	60	0.7	8			6.0	6.0
10125 Roberts Rd.			50	50	0.6				0.0	0.0
10125 Roberts Rd.		-	50	50	0.6					
10101 Roberts Rd.			50	50	0.6					-
Roberts Rd. & 101st St. (SE Corner)			46	46	0.6	8				
Roberts Rd. & 101st St. (NE Corner)			32.5	32.5	0.4	8				
10059 Roberts Rd.			50	50	0.6	- 0	+			
Roberts Rd. & 100th Pl. (SE Corner)		6	27.5	27.5	0.3	8 .				
Roberts Rd. & 100th Pl. (NE Corner)	+	 -	27.5	27.5	0.3	8				
Mid-Block (Between 10031 & 10005)		-	200	200	2.5	<u>-</u> -				
10005 Roberts Rd.			155	155	1.9					
10001 Roberts Rd.	-		45	45	0.6					
Roberts Rd. & 100th St. (SE Corner)			100	100	1.2	16				
Roberts Rd. & 100th St. (NE Corner)	14		175	175	2.2	16				
9959 Roberts Rd.	74		25	25	0.3	10				
9957 Roberts Rd.		+	155	155	1.9					
9909 Roberts Rd.			160	160	2.0					
Roberts Rd, & 99th Pl. (SE Corner)			60	60	0.7	8	-		-	
Roberts Rd. & 99th Pl. (NE Corner)		6	45	45	0.6	8				
Roberts Rd. & 99th St. (SE Corner)		6	150	150	1.9	8	1			
9921 Roberts Rd.		-	225	225	2.8					
TOTALS	133.00	28.00	6212.25	6114.25	75.48	232.00	2.00	1.00	11.00	11.00
IOIAG	133,00	20,00	0212,23	0114.25	73.48	232.00	2.00	1,00	11.00	11.00

BY DATE							
SURVEYED	ALIGNACH CHECKED RT. OF WAY CHECKED CADD FILE NAME						
PL AN	NOTE BOOK						
13	I						
IER B. BURKE ENGINEERING LTD. PLAN inter soon sour soon sold sold to the cools.							
IER B. BURKE Ins Road, Sulte 600 ols 60018							
Road. 50018							
ins to be see							

SURVECED 3Y CHANGE GECKED 5 STRUCTURE NOTATING GIVED

ZOO9 NIEPALOSHILLSEO90224

SCHEDULE OF QUANTITIES 111th STREET (SOUTH SIDE)

SURVETED BY DATE ALLOWER GEGETS RT. OF WAY CHECKED CAOD FILE MANE
LAN NOTE BOOK
INEERING LTD.
7 KE
CHRISTOPHER B. BURKE ENG 9517 West Higglins Road, Suite 600 BROSEMONT, Illinois 60018 (847) 823-0500
fER J
TOPE st High
CHRISTOPH 9575 West Higg Rosemont, Illin (847) 823-0500
On a
id
94
TNS CH'KD
YED SED SCHECKED TURE NOTAL
FILE SURVE PLOIT BOOK GRADE B.M. N STRUC
PROF11 NOTE BO

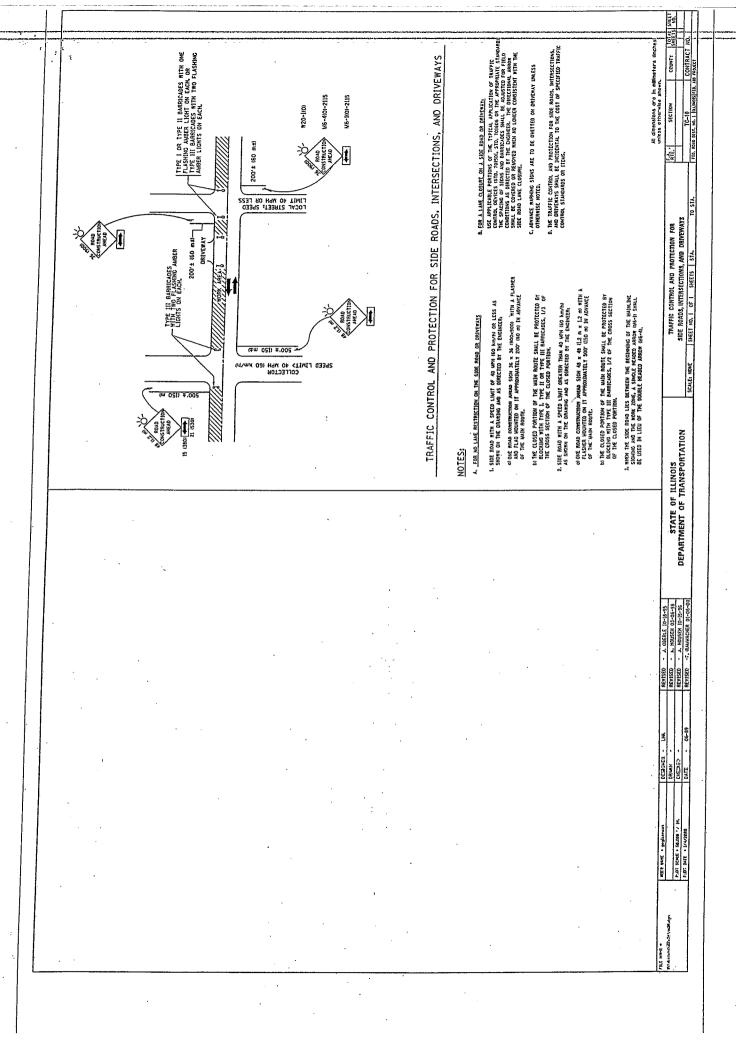
LOCATION (111th St. Southside, Moving East)	COMB. CONC CURB & GUTTER R &R, FT	CURB CUT, FT	SIDEWALK REMOVAL, SF	PCC SIDEWALK, 5", SF	SUBBASE GRANULAR MATERIAL, TY-B, 2" TON	DETECTABLE WARNINGS, SF	STRUCTURE TO BE ADJUSTED, EACH	TOPSOIL, 4", SY	SOD, SALT TOLERANT, SY
111th St. & Kean Ave. (SE Corner)		6	66	66	8.0	8			
Kean Ave. to 9151			137.5	137.5	1.7				
9151 11th St.	<u></u>		127.5	127.5	1.6		1		
9037 111th St.			75	75	0.9		1		
9031 111th St. 9029 111th St.	ļ		25	25	0.3	,			
9025 111th St.	ļ		298 130	298 130	3.7 1.6		1		•
111th St. & Helena Dr. (SW Corner)			37.5	37.5	0.5	8	1		
111th St. & Helena Dr. (SE Corner)			78	78	1.0	8			
Helena Dr. to Heritage Dr.			258	258	3.2				
111th St. & Heritage Dr. (SW Corner)			75	75	0.9	8			
111th St. & Heritage Dr. (SE Corner)			91	91	1.1	8			-
Heritage Dr. to Deer Path Ln.			165	165	2.0				
111th St. & Deer Path Ln. (SW Corner)			139	139	1.7	8			
111th St. & Deer Path Ln. (SE Corner)	11		273.5	273.5	3.4	8			•
Deer Path Ln. to Possum Dr.			710	710	8.8		1		
Possum Dr. to Cove Crl.			395	395	4.9				
111th St. & Cove Crl. (SW Corner)	8.5		30	30	0.4	8			
111th St. & Cove Crl. (SE Corner)			25	25	0.3	8		ļļ	
Cove Crl. to Waterfront Dr.			125	125	1.5		2		
111th St. & Waterfront Dr. (SW Corner)			32.5	32.5	0.4	8			
111th St. & Waterfront Dr. (SE Corner)		6	54	54	0.7	8			
Waterfront Dr. to (Exit) Waterford Drive			136	136	1.7		3		
(Exit) Waterfront Dr. to East Lucas 111th St. & East Lucas (SW Corner)			240	240	3.0		1		
L11th St. & East Lucas (SW Corner)			23	23	0.3	8			
ast Lucas to Spathis Dr.			24 355	24 355	0.3	8			
111th St. & Spathis Dr. (SW Corner)			32	32		8			
111th St. & Spathis Dr. (SE Corner)			50	50	0.4	8			
pathis Dr. to O'Gorman Dr.			108	108	1.3				
11th St. & O'Gorman Dr. (SW.Corner)	6.5		69	69	0.9	8			
11th St. & O'Gorman Dr. (SE Corner)	8		32	32	0.4	8			
D'Gorman Dr. to 86th Ave.	<u> </u>		150	150	1.9		1		
601 111th St.			50	50	0.6		1		
Gorman Dr. to 86th Ave.			180	180	2.2		-		
11th St. & 86th Ave (SW Corner)			30.25	30.25	0.4	8			
11th St. & 86th Ave. (SE Corner)			55.25	55.25	0.7	8			
6th Ave. to 85th Ave.			675	675	8.3		1		
11th St. & 85th Ave (SW Corner)		6	25	25	0,3	8			
11th St. & 85th Ave. (SE Corner)			85.25	85.25	1.1	8			
5th Ave. to 84th Ave.			125	125 -	1.5		1		
11th St. & 84th Ave (SW Corner)			185	185	2.3	8	1		
11th St. & 84th Ave. (SE Corner)		12	119	119	1.5	16			
4th Ave. to Cottonwood Dr.			278	278	3.4		2		
11th St. & Cottonwood Dr. (SW Corner)			33	33	0.4	8			
11th St. & Cottonwood Dr. (Island)	12			50	0.6	16			
11th St. & Cottonwood Dr. (SE Corner)	4.5		42	42	0.5	8			
ottonwood Dr. to Church Entrance			95	95	1.2				
nurch Entrance to Church Exit			50	50	0.6				
nurch Exit to Stagg Entrance / Exit			258	258	3.2				
agg Entrance to Roberts Rd. (STAGG H.S.) oberts Rd. to Church			238	238	2.9		1		····
217 111th St.	-		845 115	845	10.4				
109 111th St.			50	50	. 0.6				·····
001 111th St.			205	205	2.5				
1th St. & Westwood Dr. (SW Corner)			66	66	0.8	8			
1th St. & Westwood Dr. (SE Corner)		10	81	81	1.0	8			
estwood Dr. to Private Drive			578	578	7.1		1		
55 111th St.	· ·		319	319	3.9		1	+	
01 111th St.		+	60	60	0.7				
47 111th St.			53	53	0.7	i	i		
43 111th St.			205	205	2.5		1		
43 111th St. to Southwest Hwy.		5	268	268	3.3		<u> </u>		
1th St. & Southwest Hwy. (SW Corner)			96	96	1.2	8	İ	i	
1th St. & Southwest Hwy. (SF Corner)	8.5		92	92	1.1	8			
uthwest Hwy. to Driveway (Pizza Hul)	7.5		220	220	2.7		1		
veway (Pizza Hut) to Driveway (Taco Bell)	7.5		275	275	3.4				
veway (faco Bell) to 76 th Ave.			285	285	3.5	16			
TOTALS	74.00	45.00	10903.25	10953.25	135.23	272.00	22.00	0.00	0.00

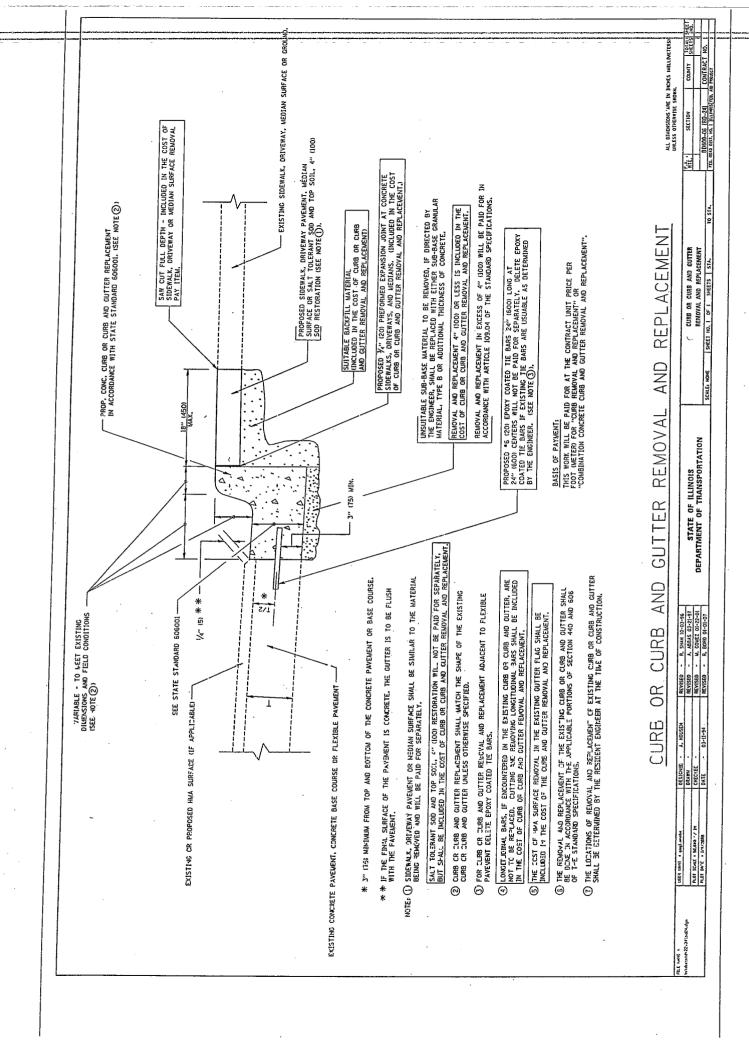
SCHEDULE OF QUANTITIES 111th STREET (NORTH SIDE)

LOCATION (111th St., Northside, Moving West)	COMB, CONC CURB & GUTTER R &R, FT	CURB CUT, FT	SIDEWALK REMOVAL, SF	PCC SIDEWALK, 5", SF	SUBBASE GRANULAR MATERIAL, TY-B, 2" TON	DETECTABLE WARNINGS, SF	STRUCTURE TO BE ADJUSTED, EACH	HANDHOLE TO BE ADJUSTED, EACH	TOPSOIL, 4", SY	SOD, SALT TOLERANT, SY
111th St. & 76th Ave. (NW Corner)		6	30	30	0.4	8				
111th St. & Southwest Hwy. (NE Corner)			120	120	1.5	8				
111th St. & Southwest Hwy. (NW Corner)			55	55	0.7	8				
Southwest Hwy. to Gas Station Entrance	6		50	50	0.6					
Gas Station Entrance to Mcdonalds Entrance	16		52.3	52.3	0.6					
Mcdonalds Entrance to Eastwood Dr.	18		140	140	1.7	_	1			
111th St. & Eastwood Dr. (NE Corner)		6	32.5	32.5	0.4	8				
111th St. & Eastwood Dr. (NW Corner)			50	50	0.6	8				
Eastwood Dr. (NW Corner) to 7720 111th			25	25	0.3		1			
7720 111th St.			80	80	1.0					
7730 111th St.			50	50	0.6					
7730 111th St. to Westwood Dr.			435	435	5.4		1			
111th St. & Westwood Dr. (NE Corner)			35.75	35.75	0.4	8				
111th St. & Westwood Dr. (NW Corner)			49.5	49.5	0.6	8				
7878 111th St.			190	190	2.3					
7900 111th St.		ĺ	420	420	5.2					
Roberts Rd. to Entrance (Burger King)			55	55	0.7					
Entrance (Burger King) to Exit (Burger King)			50	50	0.6					
Exit (Burger King) to Hong Min			260	260	3.2					
Hong Min			143	143	1.8					
111th St. & Eagle Dr. (NE Corner)		6	70	70	0.9	8				
111th St. & Eagle Dr. (NW Corner)	8		47.5	47.5	0.6	8				
Eagle Dr. (NW Corner) to Palos Diner Entrance			25	25	0.3					
Palos Diner Entrance to White Hen (third Entr)	8		252	252	3.1		1			
White Hen (third Entr) to 8130 111th St.			160	160	2.0		1			
8160 111th St.			375	375	4.5		1			
8161 111th St. to Stoney Creek Drive			453	453	5.6		1			
111th St. & Stoney Creek Dr. (NE Corner)			40	40	0.5	8				
111th St. & Stoney Creek Dr. (NW Corner)			45.5	45.5	0.6	8				-
Stoney Creek Dr. to 111th St. (8300)		i	210	210	2.6		1			
111th St. (8300)			55	55	0.7					
111th St. (8320)			110	110	1.4		1			
111th St. (8300) to 111th & 84th AVE. (NE Corner)			70	70	0.9					
111th St. & 84th Ave. (NE Corner)	6		172	172	2.1	16				
111th St. & 84th Ave. (NW Corner)	6		354	354	4.4	16				
84th Ave. to Theresa Circle			424	424	5.2		3			
111th St. & Theresa Cr. (NE Corner)	18		50	50	0.6	8			,	
Theresa Circle Island	12			46	0.6	16	"			
111th St. & Theresa Cr. (NW Corner)	18		26	26	0.3	8				
Theresa Cr. to Stoney Creek Bridge			349	349	4.3		1			
Stoney Creek Bridge to 86th Ave.			665	665	8.2					
111th St. & 86th Ave. (NE Corner)	11		523	173	2.1	8		1	39.0	39.0
111th St. & 86th Ave. (NW Corner)			114	114	1.4	8		1		
86th Ave. to College Parkway	<u> </u>	<u> </u>	4750	4750	58.6	-				
TOTALS	127.00	18.00	11663.05	11359.05	140.24	168.00	13.00	2.00	39.00	39.00

						l	Γ
	<u></u>	П	Т	П	П		111
	ď	Ц	1	Ц.	11	ı	111
			1	П			111
			1	П	Ш	l	Sou
	Ļ		1	Н	Ш		Gas
	8	ı		П	Ш		1111
		۱			Ш	l	111
1	l	1		П	Ш		East
	Н	+	╁	Н	Н	١.	7720
	İ	ı	I	П	Н		7730
		ı		יוַ	Ш		7730
1	1	1	100	WAY CHECKED	Ч		1111
	1	1	뛺	불			7879
1	ļ	ا ۽	Ŀ	¥¥,			7900
		SURVE TEU	Š	RT. OF WAY CADD FILE NA	ı		Robe
-		2	₹	2			Entra
1		i	NOTE BOOK		ı		Exit (
İ	z	:	88		ı	ŀ	Hone
	~	5	Į.	٤	ı	ŀ	111t
Ļ		_			7	ŀ	Fagle
	Ħ				1	ŀ	Palos
	9				1	ı	Whit
	S				ı		8160
	Ш				ı	Ŀ	3161
	5				ı	ļ	111ti
	ž				1	-	Lilti
,	ISTOPHER B. BURKE ENGINEERING LTD. P. AN	Š	nont. Illinois 60018		1	ŀ	1111 1111 1111 1111 1111 1111 1111 1111 1111
	Z	4	D		1	ľ	111th
1	٣	į	=		ı	1	111tl
i	ă	Ü	ń		ı		11tl
	٠	Ţ	įα	2	ı	Ė	(11t)
1	8	č	٤	3	ı	1	111+4
1	E		, ,	•	I	Ė	here
	۳	ç	ċ	Ś	ı	ŀ	11th
i	Ξ	Š	2	823-0500		ħ	here
9	9	+		ö	1	5	tone
1	2	8	}	2	ı	1	11th
-	Ť	3	: :	æ	1	11	.11th

NIĘPALOSHILLSĘOSOSZĘCIVIĘSCHEOULESJO





LOOP DETECTOR NOTES

- EACH PAIR OF LODE WIRES SHALL BE FLACED IN A SEPARATE UNIT DUCT FROM THE EDGE OF PAVENENT TO THE MANDHOLE, SPACING BETWEEN THE PICLES DRILLED IN THE PAYENENT SHALL HOT BE LESS THAN 6" CSO mm". UNIT DUCT SHALL BE INCLUDED IN THE COST OF THE LOOP
- THE NUMBER OF LOOP THRAS SHALL BE AS RECONNENCED BY THE AMPLIFIER MANUFACTURER. IN LADACENT SIDES OF THE LOOPS SHALL BE INSTALLED IN SUCH A WAY THAT THE CURRENT FLOW IS IN THE SAME GREETION TO REINFORCE I'LS MAGNETIC FIELDS FOR SMALL VEHICLE EFFORTION.
- EACH LOGF LEAD-IM SHALL BE IDENTIFED AND PERMAKENTLY TAGGED IN THE HANDHOLE. EACH LEAD-IN CABLE TAG SHALL INDICATE THE LOCATION OF THE -009, LOOP ROTATION NUMBER AND DOCKTON 19 CABLE THE CABLE THE LOCATION IN ON THE DITH, LOOP CABLE THATER PROOF BK AS INDICATED ON THE DISTRICT 1 STANDARD TARFIC SIGNAL DESIGN ECTALL. THE CAMPRACTOR SHALL MARK LOOP LOCATIONS ON RECORD DRAWINGS AND PRESENT IN THE DISTRICT 1 STANDARD TARFIC SIGNAL DESIGN TO THE DISTRICT 1 STANDARD TARFIC SIGNAL DESIGN TO THE DISTRICT 1 STANDARD TARFIC SIGNAL DESIGN TO THE DISTRICT 1 STANDARD TARFIC SIGNAL DESIGN TO THE DISTRICT STANDARD TARFIC SIGNAL DESIGNATION. LOOPS SHALL BE MARKED BY LAME AND LOOP
- 2. ALL LOOP CABLE SMALL 3E FASTENED MITH PLASTID TIE WRAP 13 THE HANDHOLE HOOKS.
- 5. IN ASPHALT PAYEMENT, LODPS SHOULD BE PLACED IN THE BINDER AND DIVEHOLES MARKED AT THE CALBE WITH A SAW-CUT. THE SAW-CUT SHALL SE CUT IN ACCORDANCE WITH LOCAL AND E.P.A. DUSS CCHTRCL REQLIERARITS. DETECTOR LADDES SHALL NOT BE INSTALLED IN WET CONDITIONS AND THE SAW-CUTS MASS IN BE FREE OF CENSIS AND RESIDUE SUCH AS DUST AND MATER WHICH ES TO BE ACHEVED BY THE USE OF CONFRESSED AIR. WIRE BRUSHOWD HAND HAT DRYING ACCORDERS TO SEALANT MANUFACTURER RECUIREMENTS. THE DETECTOR THE SHALL BE HELD IN PLACE 3T THE USE OF FORM WEDDES. WEDDES SHALL BE SPACED NO MORE THAN 13" (450 nm) A-AR.
- LOOP SPLEES SHALL BE SOLGEBED USING A SOLGERING IRON, BLOW TORCHES OR OTHER DEVICES WHICH OXDIZE EXPRE CABLE SHALL NO" BE ALLOWED FOR SOLDERING OPERATIONS. SEE DETAL SELOW RICHT.
- FREFORMED DETECTOR LODES SHALL BE LISED, AS SHOWN ON THE ALANS, WHERE VEW CONCRETE PAVENENT IS PREPOSED. THE INSTALLATION OF PREFORMED LODPS SHALL BE IN ACCORDANCE WITH THE DISTRICT I SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER.

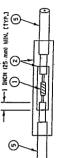
LOOF LEAD-IN CABLE TAG

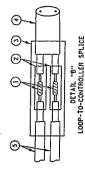


- A. LANE I 35 THE LANE CLOSEST TO THE CENTERLINE OF THE ROLDWAY
- 3. LOSP "I IS THE LOOP IN THE LANE CLOSEST TO THE INTERSECTION.
- C. LASEL LOOP CRELE "IN" OR LOOP CABLE "DUT".
- 9. LASEL EDOP CARLE CLOCKWISE OR LOOP CASLE COUNTERCLOCKWISE.

LOOP-10-LOOP SPLICE ISEE DETAIL "4" SHIELDED LEAD-IN	CONTROLLER CABINET	AMPLIFIER OUTPUT	CLOOP DE LEGTOR SPALOCE 15 PART "G"	LOOP 1 LOOP 1 LOOP POLARITY AS SHORN MUST BE SPLICTIVE OLDOR WHIS TO THE NO. 14 Z/C TMISTED, SHELDED LEAD-IN.
	HAMDHOLE OR JUNCTION BOX	LOOP TAG	STRANDED LOOP WIRE NO. 14 I/C IN UNIT DUCT IS THISTS/FTMMAI	HOVEMENT TOOP 3

- . LOOPS SHALL BE SPLICED IN SERIES,
- * SAW-CUTS SHALL BE A MINIMUM WIDTH OF 5/16" (8 mm).
- SAM-CUT DEPTHS SHALL BE 3" (15 mm), IF IN CONCRETE, THE SAM-CUT DEPTH SHALL BE TO THE TOP OF THE REINFORCEMENT,
- ' LOOP CORNERS SHALL BE DRILLED WITH A 2" (50 mm) DIAMETER CORE.





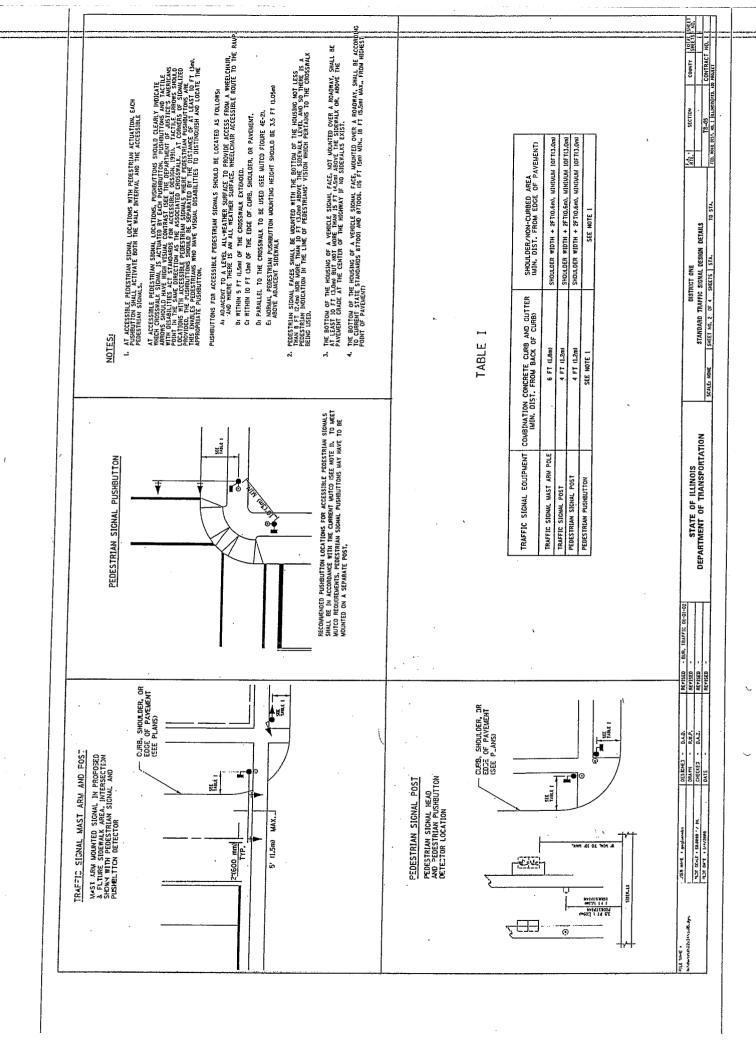
LOOP DETECTOR SPLICE

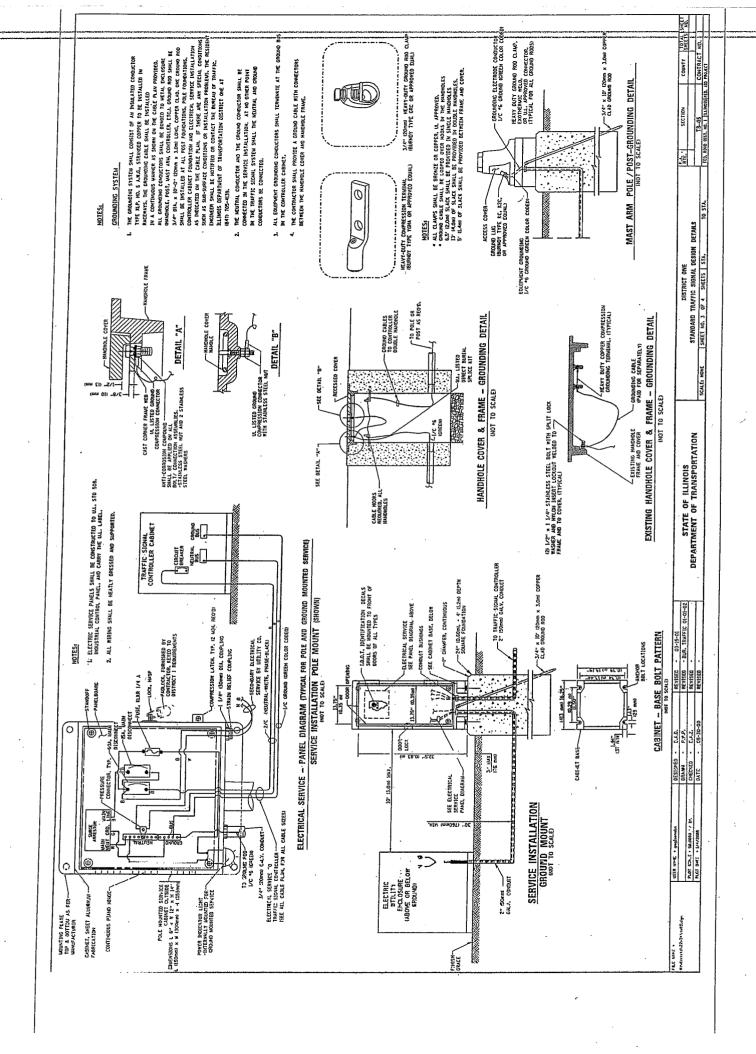
DETAIL "A" LOOP-TO-LOOP SPLICE

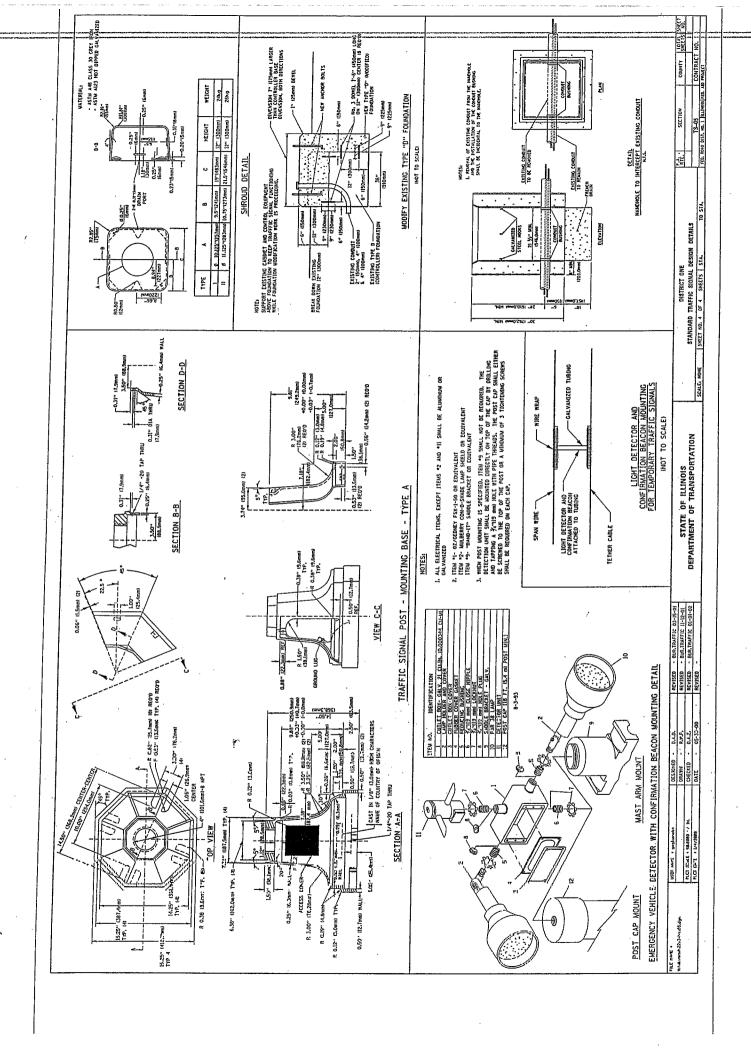
- WESTERN UNION SPLICE SOLDENED WITH ROSIN CORE FLUX. ALL EXPOSED SUBFACES OF THE SOLDER SHALL BE SNOOTH.
- (2) WCSAW 30/100 HEAT SHRINK TUBE, WINIJUM LENGTH 3" (75 mm), UNDERWATER GRADE.
- 3) WCS 200/750 HEAT SHRINK TUBE, MINIMUM LENGHT 6" (150 mm), UNDERWATER GRADE,
 - (4) NO. 14 2/C TWISTED, SHIELDED CABLE.
- S LOOP CONDUCTOR WITH FLEXIBLE PLASTIC TUBE.

	STATE OF HIMM	DEPARTMENT AT TOANED	TOWNS OF THE PROPERTY OF THE PROPERTY OF
VISED - 11-12-01	VISED - BUR, TRAFFIC 01-01-02	viseo -	viseo -
DESIGNED - D.A.D. RE	DRAWA - R.W.P. RE	CHECKET - D.A.Z, RE	DATE - 05-30-00 RE
SET NAVE A CO. sendbī		PLOT SCALE A SPERSO - 1 14.	PLG DATE 4 1-4/2008
יוונ יויינ י	Wildie test (22,34 mail day		

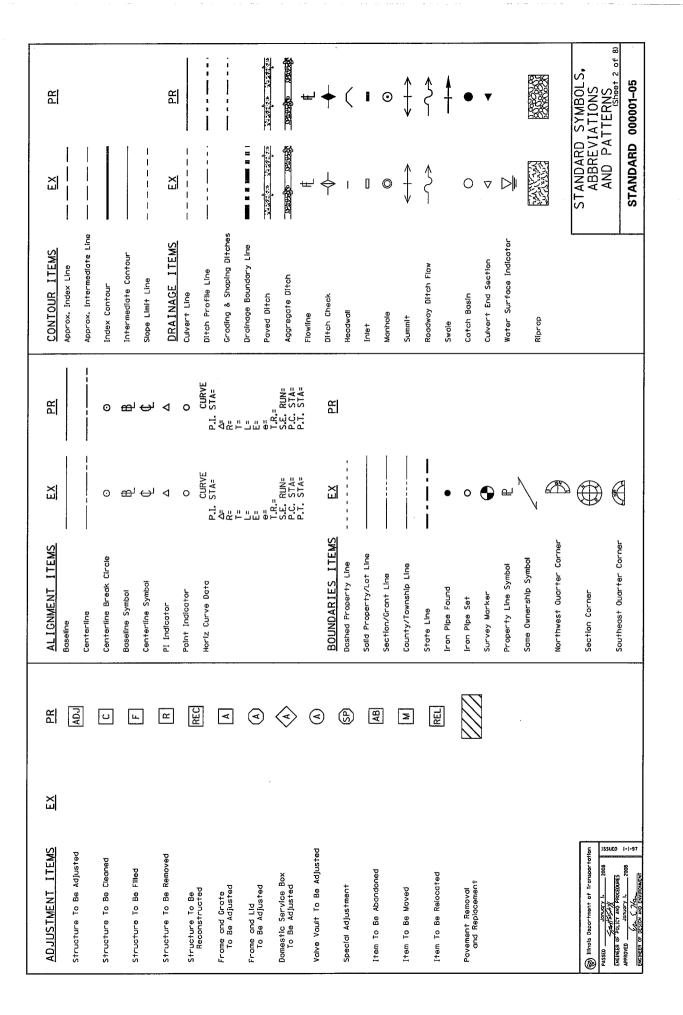
					,-	_
STATE OF HUMOIS	DISTRICT ONE	F.A.	SECTION	COUNTY	SHEETS 1 NO.	_
DEPARTMENT OF TOANCOOTATION	STANDARD TRAFFIC SIGNAL DESIGN DETAILS				=	_
•	ביינותו הרוצורי		TS-05	CONTRACT	202	_
	SCALE NOWE SHEET NO. 1 OF 4 SHEETS STA. TO STA.	FED. ROAD	IST. NO. 1 RECTIONS FED. AR	PROJECT	-	_
					-	
					_	

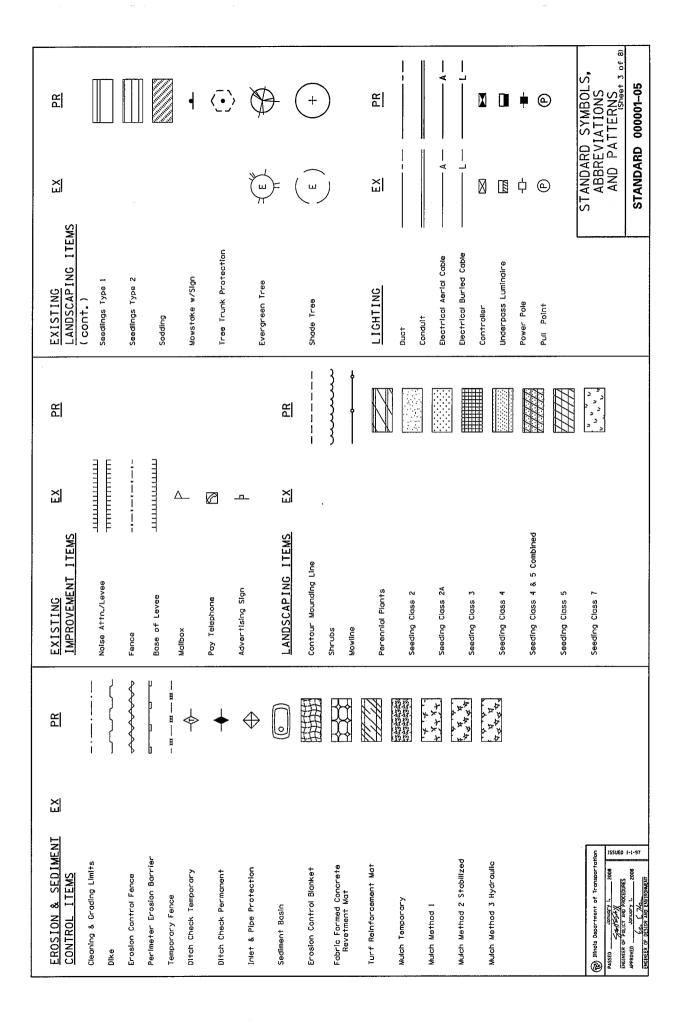


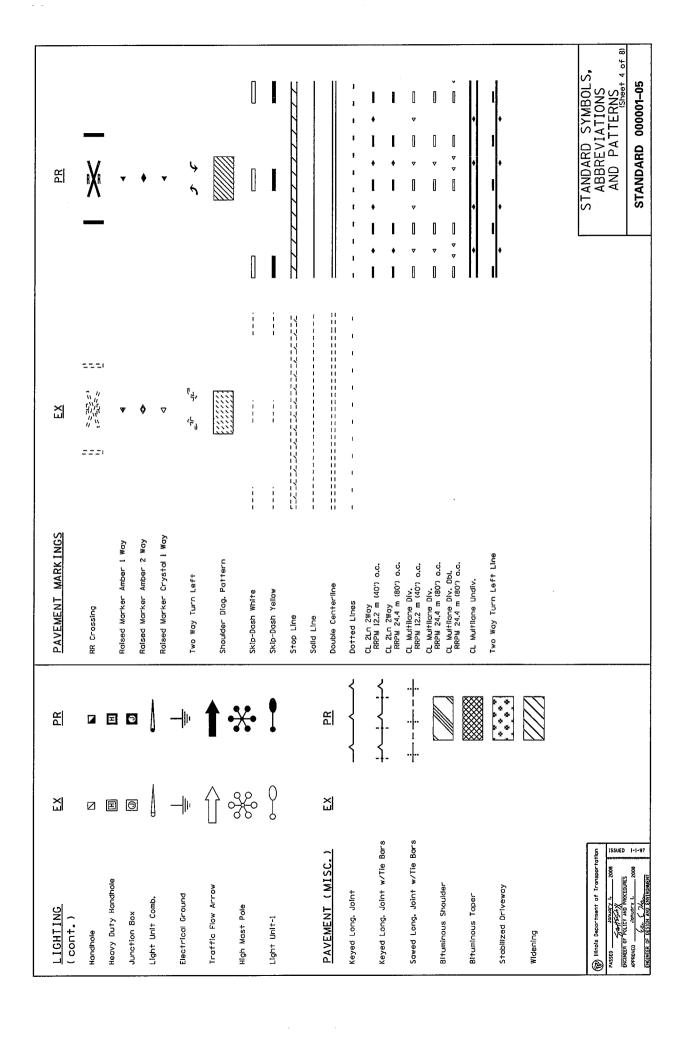




TANGENT DISTANCE TELPHONE TELPHONE TELEPHONE BOX THE FELEPHONE BOX THE FELPHONE BOX THE PRAIN TEMPORARY TEMPORARY THE TOWNSHIP ROAD THE DRAIN TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TOWNSHIP ROAD TSC TRAFFIC SIGNAL TYPE TYPE TYPE TYPE TYPE TYPE TYPE TYPE	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 1 of 8) STANDARD 000001-05
RAILROAD RAILROAD SPIKE REFERENCE POINT STAKE REFLECTURE REINFORCED CONCRETE REINFORCED CONCRETE REINFORCEMENT REMOVAL REMOVAL REMOVAL RESTAURANT RESTAURANT RESTAURANT RESURFACING RETAINING RETAINING RETAINING RETAINING RETAINING ROADWAY SANITARY SEWER SECTION SOUTHBOUND SOUTHBOUND SOUTHBOUND SOUTHBOUND SOUTH SET STANDARD STATE BOND ISSUE STATE NOUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE ROUTE STATE NOUTE S	DATE REVISIONS 1-1-08 Updated abbreviations and symbols. 1-1-02 Updated abbreviations and symbols.
	PROPERTY LINE PROPOSED RADIUS
DEGREE OF CURVE DEPRESSED CURVE DEFRECTOR DIAMETER DISTRICT DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC DOUNESTIC EASTROADIN EASTR	HOUSE HOUSE ILLINOIS ILLINOIS INCH DIAMETER
ABOVE	







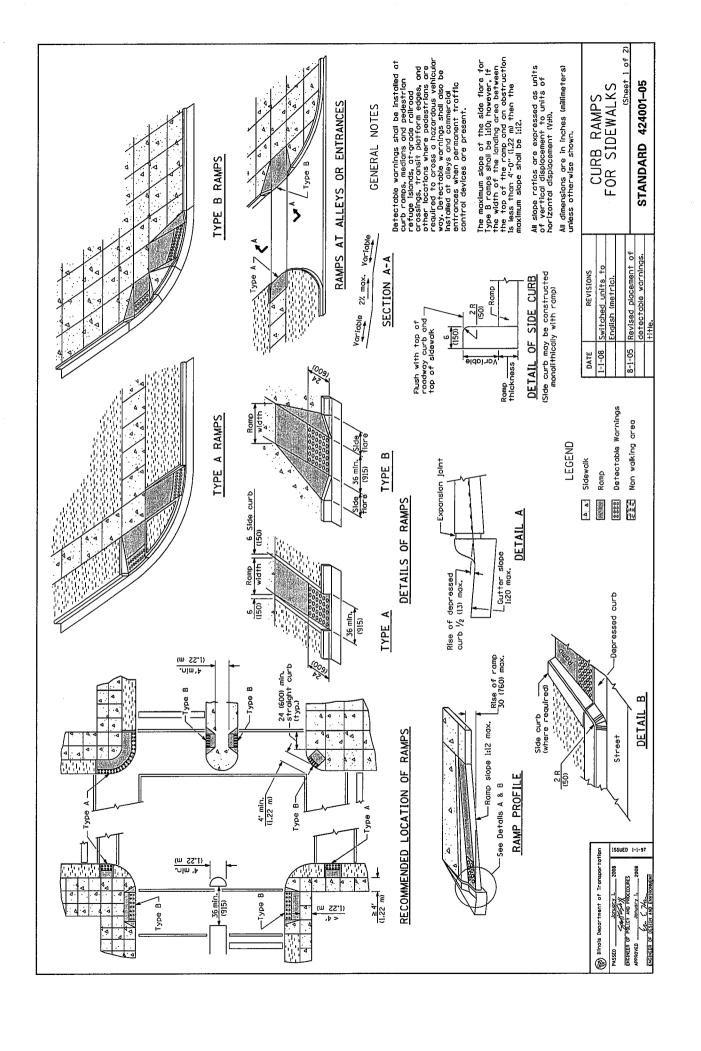
EX PR			0	X 🛭	X⊕X ←X⊕X	X O X	n XOZ X XE X	**	EX				EX	ument			minimum minimum	החחחחחח"	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 5 of 8)
RAILROAD ITEMS	Abandoned Railroad	Railroad	Railroad Point	Control Box	Crossing Gate	Flashing Signal	Raliroad Cant. Mast Arm	Crossbuck	REMOVAL ITEMS	Removal Tic	Bituminous Removal	Hatch Pattern	RIGHT OF WAY	Future ROW Corner Monument	ROW Marker	ROW Line	Easement	Temporary Easement	
										4	\$			4	d	Ť			
PR	4	} →	(`	À	(1	d	Ť			5	d						
	ONLY	ONLY				ON	LY	ONLY	ONLY	ONLY	ONLY			ONLY	ONLY	ONLY			
										7. 7. 41. V. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	11 12 12 12 12 12 12 12 12 12 12 12 12 1			, j	נ ^{ילי} ני	/\\\ /\\			
Ë	ا درخوار ۷	۸ الگران ال	4	ัง	ر _ج ٰ,	4	บ้	و ^{ئي} '	Ŷ			ال مي	الْهُ كُلُّ						
	ال الرار ^ا 1 الأار ^ا	/ ₁ µ ₁ v/ / ₁ µ ₁ v/				النام؟ الأارا	۷ ۱.	Sel.i	SHE!	Curt Day	Cital Part Cital			Attest Part	Curi Curi Vina	Suci Suci			
PAVEMENT MARKINGS	Urban Combination Left Only	Urban Combination Right Only	worns of Time		Urban Right Turn Arrow	lirbon eft Turn Only		Urban Right Turn Only	Urban Thru Only	Rural Combination Left Only	Rural Combination Right Only	Rural Left Turn Arrow	Rural Right Turn Arrow	Rural Left Turn Only	Rural Right Turn Only	Rural Thru Only			Illinois Deportment of Transportation PASSD

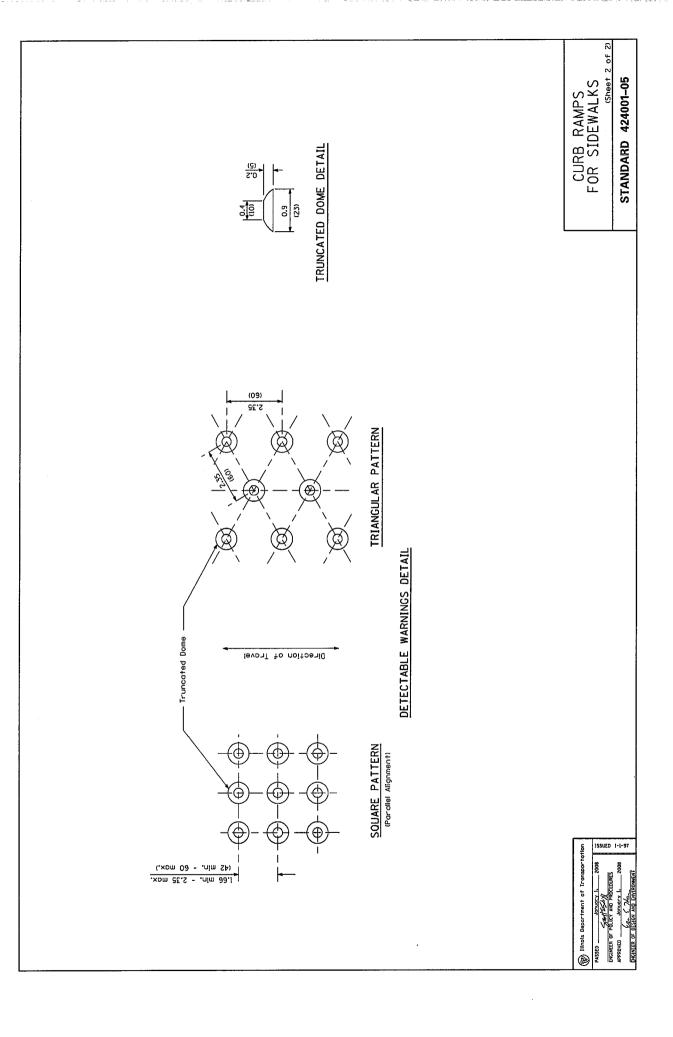
EX	DETOUR AVEXO	CIET LANE CLOSED CLOSED AME AD	Right Law Carson Area Brown Roun	Mean Constraint (Mean Mean Mean Mean Mean Mean Mean Mean	ONE THE MEND WHEN THE THE MEND WEND WITH THE MEND WITH THE					STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS (Sheet 6 of 8) STANDARD 000001-05
SIGNING ITEMS	Detour Ahead ₩20-2(0)	Left Lane Closed Ahead W20-5L(0)	Right Lane Closed Ahead W20-5R(0) Road Closed Ahead W20-3(0)	Road Construction Ahead W20-1-(0)	One Lane Road Ahead W20-4	Transition Left W4-2L	Transition Right W4-2R			
PR		0 333	<		DE TOUR Y	ORE WAY	t <			
ĒX										
SIGNING ITEMS (cont.)	Barricade Type iii Barricade With Edge Line	Fiashing Light Sign Panels I	Panels II Sign Flag	Direction of Traffic Detour M4-10L-(0)	Detour M4-10R-(0) One Way Left R6-1L	One Way Right R6-1R One Way Arrow Lrg. WI-6-(0)	Two Way Arrow Large WI-7-(0)	Reverse Left #1-4L	Reverse Right Wi-4R	Two Way Traffic Sign W6-3
R			.	AA	4 0 · (•	VPI ELEV::	. 뛰	o [
Ë			4	 	4 0		VPI = ELEV = E	' <u> </u>		
ROADWAY PLAN ITEMS	Edge of Pavement Bit Shoulders, Medians and C&G Line Aggregate Shoulder	Sidewaks, Driveways - Guardrall Guardrall Post	Trafflo Sign Corrugated Median	ROADWAY PROFILES	P.I. Indicator Point Indicator	Earthworks Balance Point Begin Point	Vert, Curve Data	SIGNING ITEMS	Cone, Drum or Barricade Barricade Type II	Illinois Department of Transportation Passe January II 2008 E E E E E E E E E

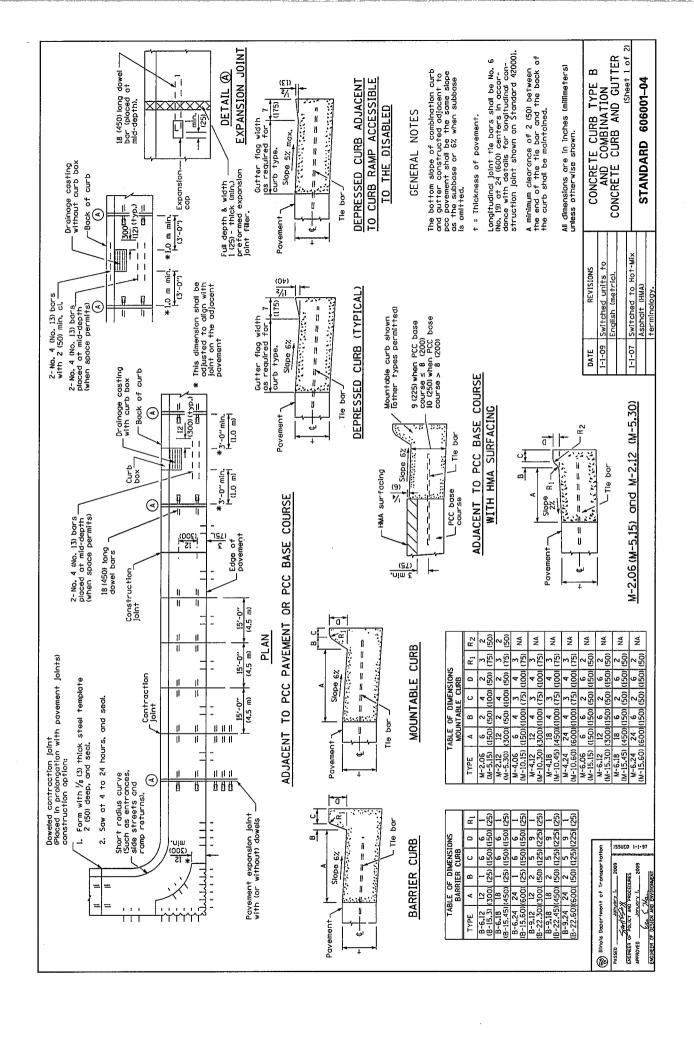
SIGNING ITEMS	EX	PR	TRAFFIC SHEET	E	PR	TRAFFIC SIGNAL	EX	PR
	_			`	,	TIEMS (COLLE)		
Left Turn Lane R3-1100L		LEFT TURN LANE	Cable Number	<u>/</u> 22/	Ø	Conduit Splice	•	•
] [+++ 	اً	[Controller		X
Keep Left R4-7AL			5	ប៊		Gulfbox Junction	0	0
			Left Turn Yellow	ΙŢΙ		Wood Pole	8	8
Keep Left R4-7BL		#	Signal Bookslotte			Temp. Signal Head		Å
] [פוניקאסים יסיקים	Ū		Handhole		Z
Keep Right R4-7AR		RIGHT NOT	Signal Section 200 mm (8")	Ü		Heavy Duty Handhole		Ξ
			Stonel Section 300 mm (12")	I_	Е	Junction Box	0	Ð
Keep Right R4-7BR		# 1 #		j]	Ped. Pushbutton Detector	•	0
	_		Walk/Don't Walk Letters	<u>[</u> *]	MG M	Ped. Signal Head	早	₹
Stop Here On Red R10-6-AL		≅ 7 5	alocation to the state of the s	ē	4	Power Pole Service	ф	#
	•		אסטוולפ איטיי דוסטאיטיי	ट ्ड	*	Priority Veh. Detector	γ	Y
Stop Here On Red RIO-6-AR			TRAFFIC SIGNAL	EX	띪	Signal Head	4	†
			<u>I TEMS</u>			Signal Head w/Backplate	4	4
No 1 aft Tim 83-2		P	Galv. Steel Conduit			Signal Post	0	•
2-CV CO CO CV CV CV CV CV		7)	Underground Cable					
		0	Detector Loop Line			UNDERGROUND UTILITY ITEMS	EX	R
No Right Turn R3-1		2)	Detector Loop Large	}_ 1		Cable TV		CTVCTV
Road Closed R11-2		ROAD CLOSED	Detector Loop Small	1-5	П	Electric Cable	E	
C 100 (133)	<u>a</u>	ROAD CLOSED	Detector Loop Ouadrapole			Gas Pipe		
7-110 SILID II DIII DBSOD DDOV	114	TRAFFIC	Detector Rocewov	ļ		Oil Pipe		
						Pipe Underdrain		
			Aluminum Mast Arm					•
(1) illinois Department of Transportation			Steel Mast Arm				STANDARD SYMBOLS, ABBREVIATIONS	SYMBOLS, ATIONS
PASSED JORUGY I. 2008 ST. ENGINEER OF POLICY AND PROCEDURES THE PROPERTY OF THE POLICY AND PROCEDURES THE POLICY AND PROCEDURES			Veh. Detector Magnetic			I	AND PA	TERNS (Sheet 7 of 8)
CAL E 7/2 DF DESIGN AND ENVIRONMENT			0.00				STANDARD 000001-05	000001-05

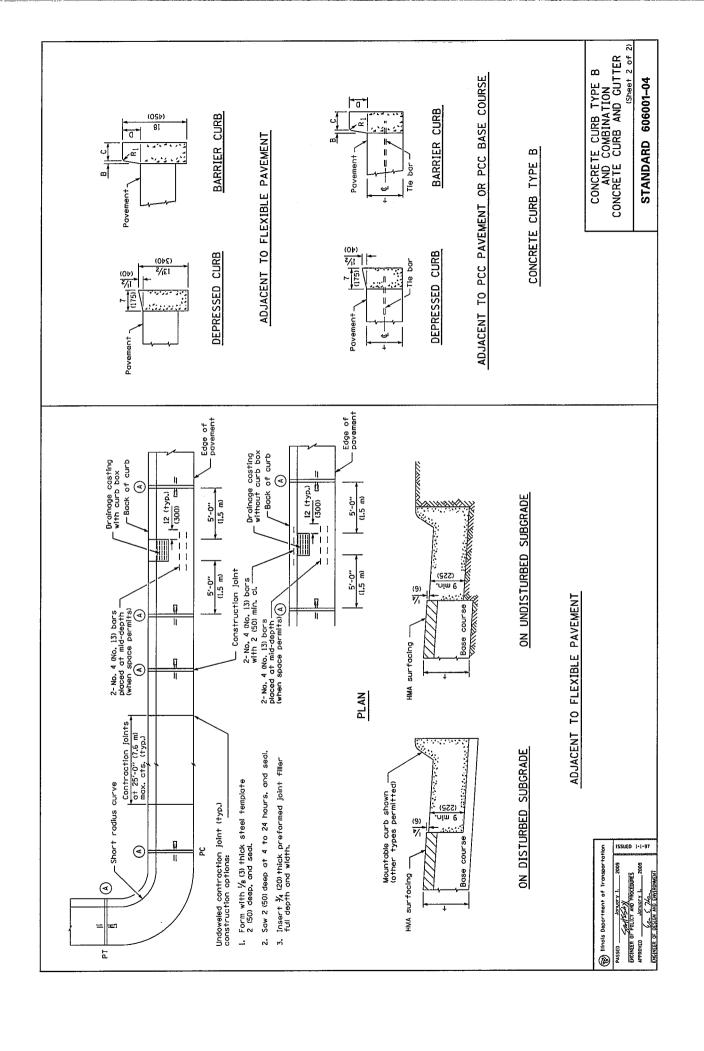
	STANDARD SYMBOLS, ABBREVIATIONS AND PATTERNS STANDARD 000001-05
뛰	
VEGETATION ITEMS Deciduous Tree Bush Evergreen Tree Stump Vegetation Line Woods & Bush Line Water FEATURE ITEMS Stream or Drainage Ditch Water Sedge Water Surface indicator Water Point Marsh Marsh	
UNDERGROUND UTILITY ITEMS (CONT.) Sanitary Sewer Storm Sewer Ielephone Cable Water Pipe Water Pipe Water Pipe Water Pipe Water Pipe Water Pipe Water Pipe Water Pipe Water Pipe Fire Hydrant Handhole Heavy Duty Handhole Junction Box Light Pole Manhole Power Pole Splice Box Above Ground Telephone Splice Box Above Ground Telephone Pole Iraffic Signal	Illinois Boourment of Tronspertation Passe Boourpy 1, 2009 St.

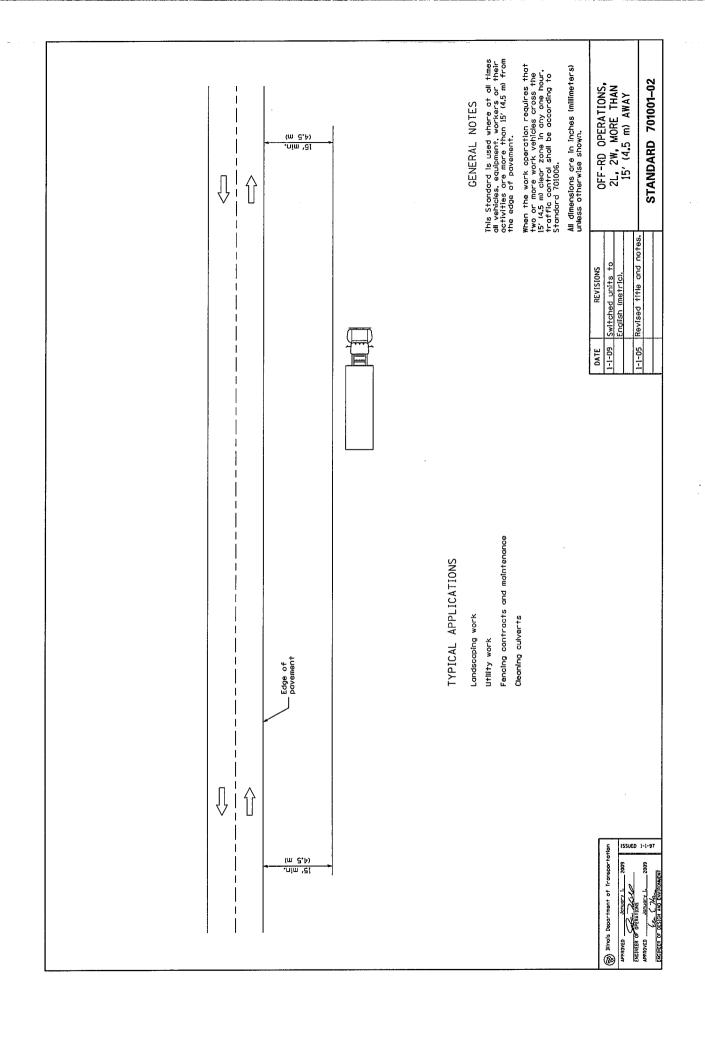
A B B B B B B B B B B B B B B B B B B B

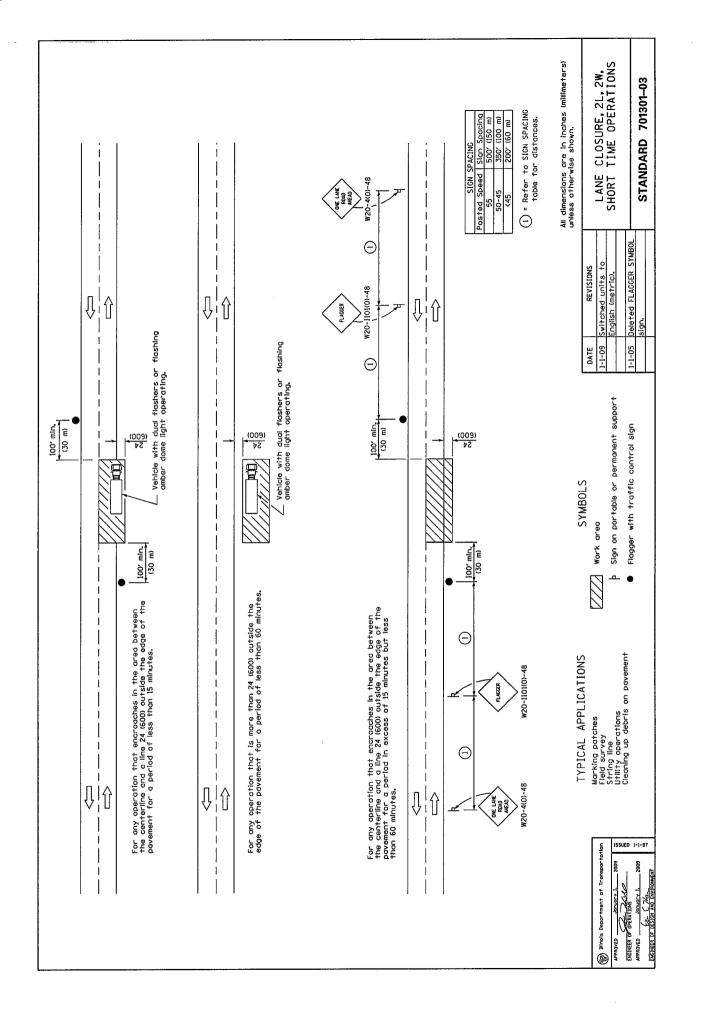


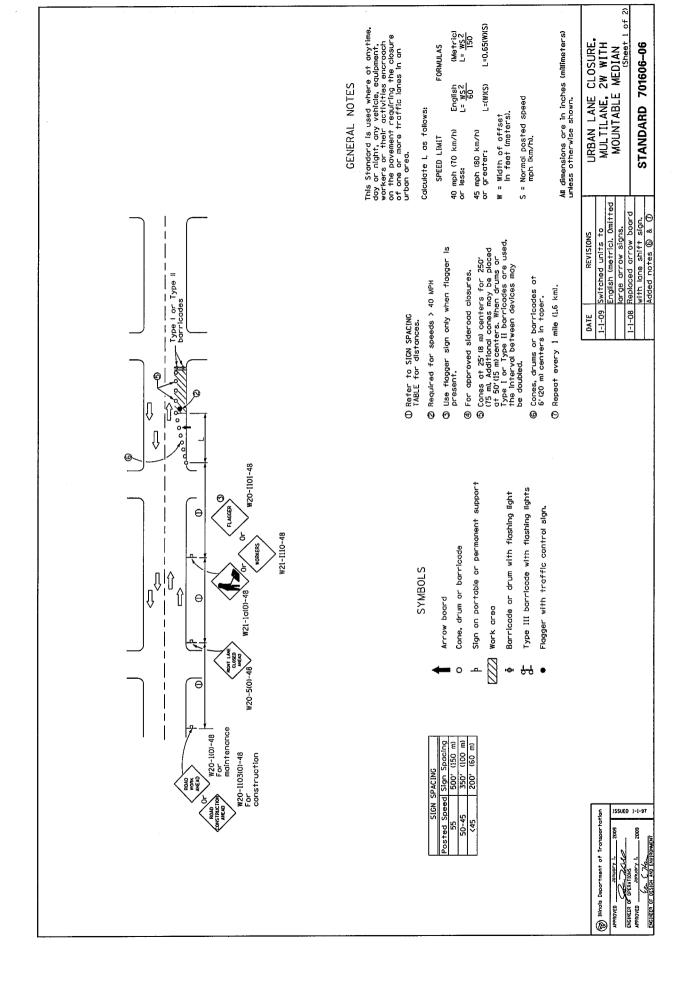


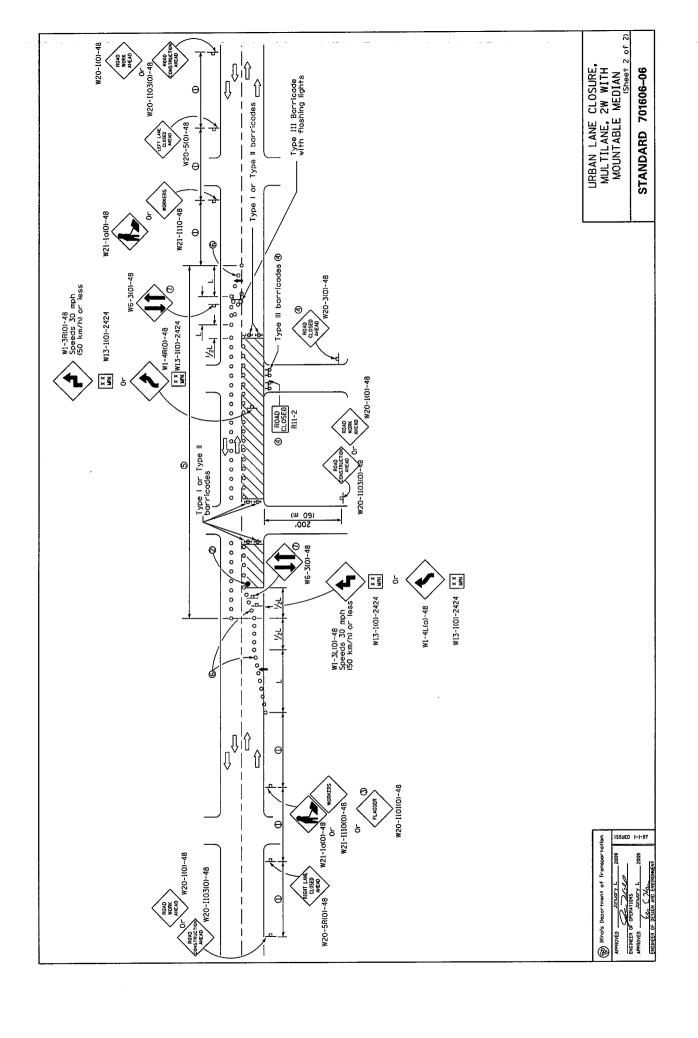


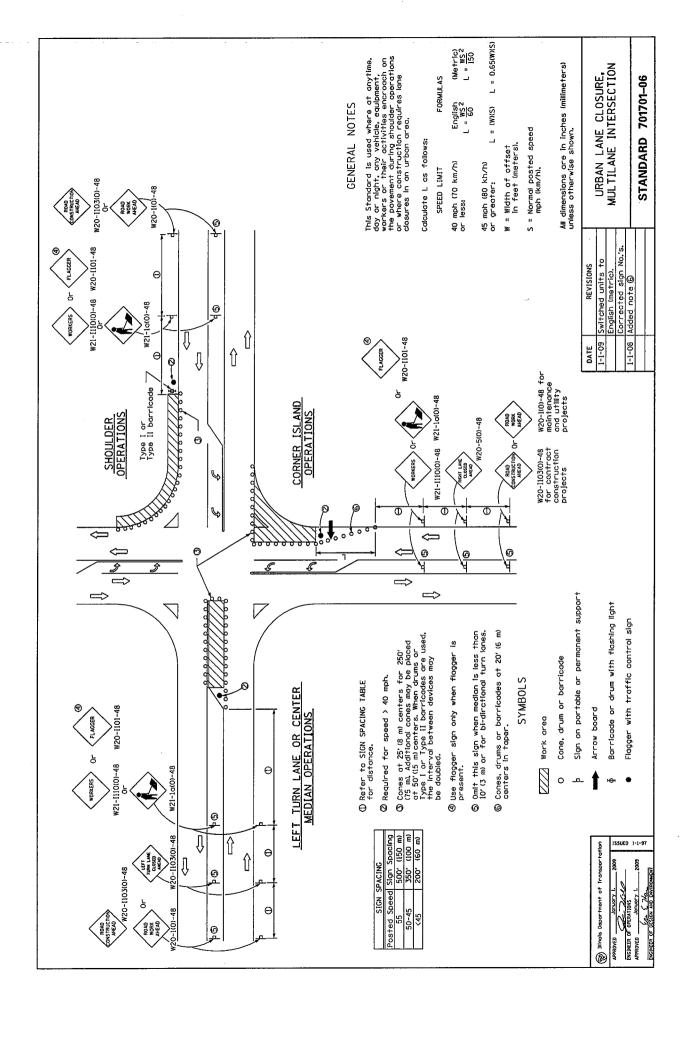


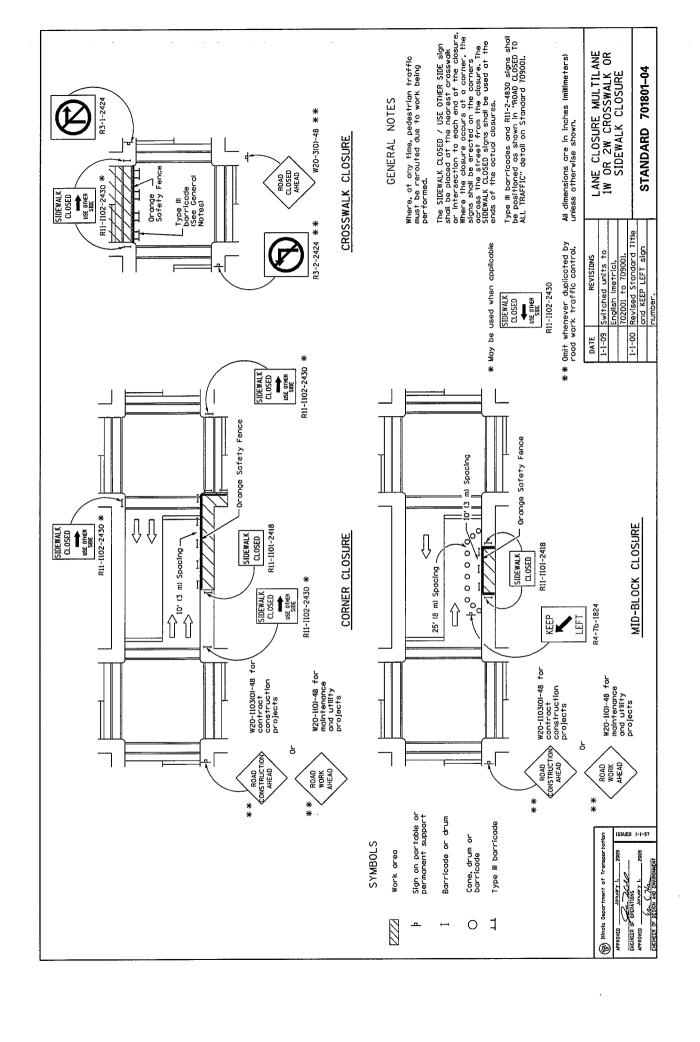


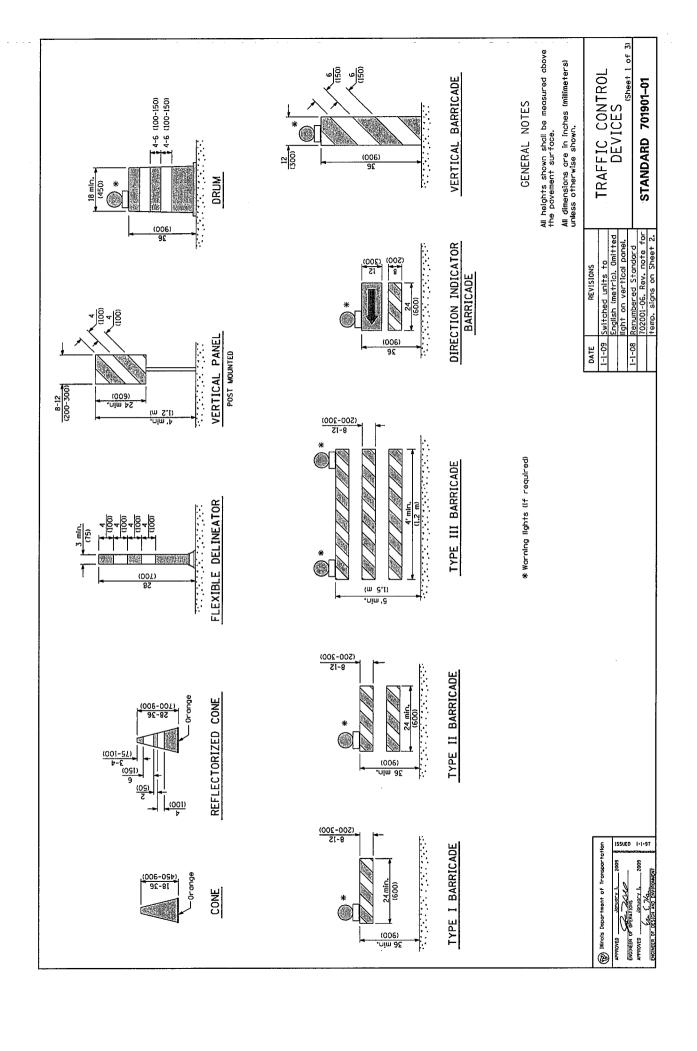


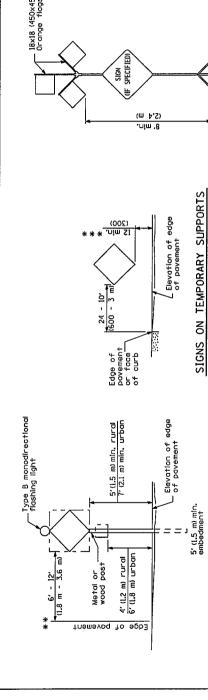












__ 18x18 (450x450) Orange flags

HIGH LEVEL WARNING DEVICE

** * When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the helpht shall be sufficient to be seen by motorists.

** When curb or paved shoulder are present this dimension sholl be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

POST MOUNTED SIGNS

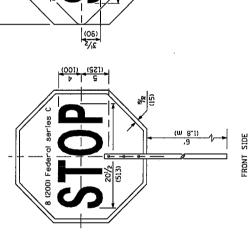
END CONSTRUCTION sign shall be erected of the end of the job unless another job is within 2 miles (3200 m). ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits. This signing is required for all projects 2 miles (3200 m) or more in length. G20-2a(0)-6024 G20-1(0)-6036

END CONSTRUCTION

ROAD CONSTRUCTION NEXT X MILES

Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



PS (600) (ISP) 2 (SLT) (125) (175) 1/2 B. (600)

FLAGGER TRAFFIC CONTROL SIGN

REVERSE SIDE

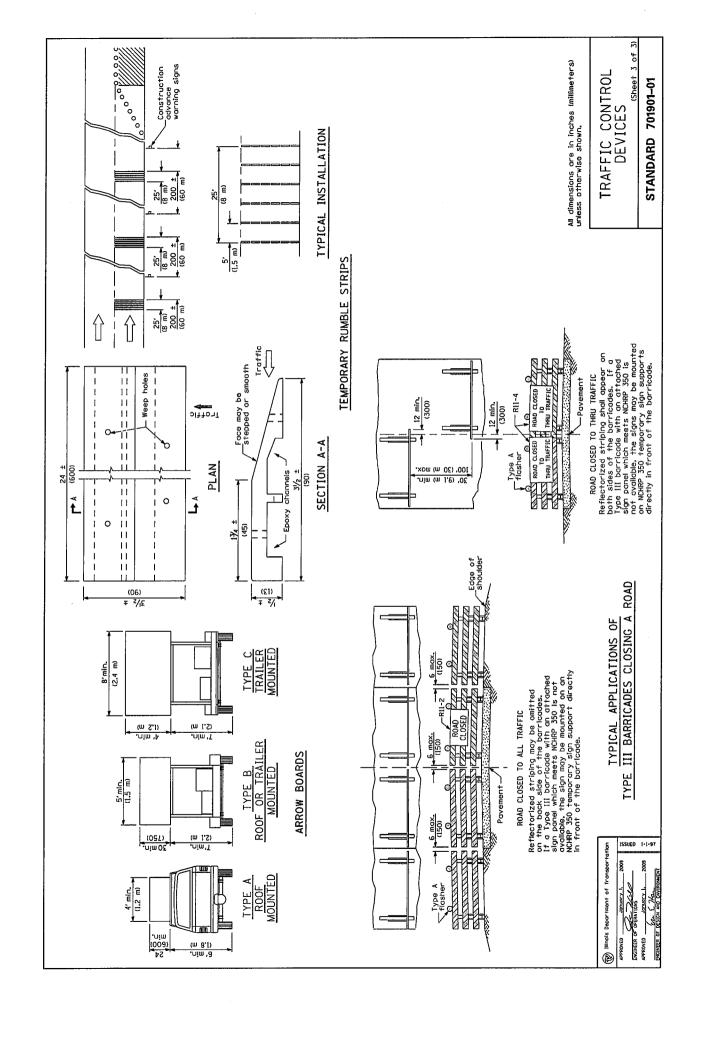
All dimensions are in inches (millimeters) unless otherwise shown,

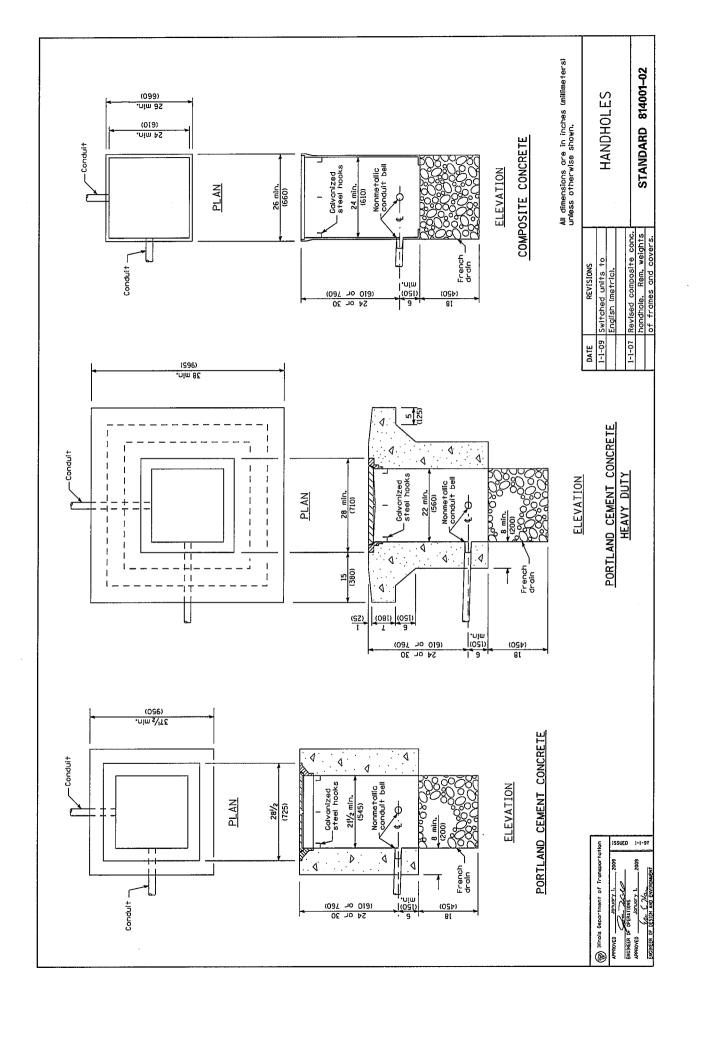
TRAFFIC CONTROL DEVICES

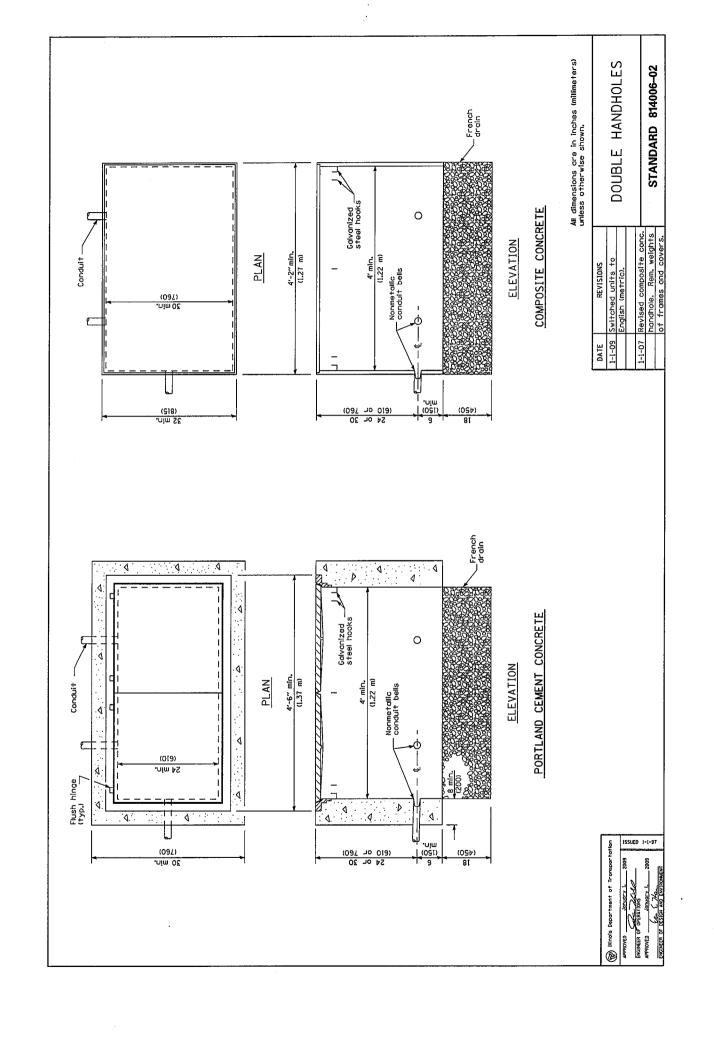
STANDARD 701901-01

(Sheet 2 of 3)

(R) Illinois Department of Transportat ENCINEER OF DESIGN AND ENVIRONMENT APPROVED JORNOCY 1,
ENGINEER OF OPERATIONS







REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

		Page
I.	General	ī
II.	Nondiscrimination	1
III.	Nonsegregated Facilities	3
IV.	Payment of Predetermined Minimum Wage	3
٧.	Statements and Payrolls	5
VI.	Record of Materials, Supplies, and Labor	6
VII.	Subletting or Assigning the Contract	6
VIII.	Safety: Accident Prevention	7
IX.	False Statements Concerning Highway Projects	7
Χ.	Implementation of Clean Air Act and Federal	
	Water Pollution Control Act	7
XI.	Certification Regarding Debarment, Suspension,	
	Ineligibility, and Voluntary Exclusion	8
XII.	Certification Regarding Use of Contract Funds for	
	Lobbying	9

ATTACHMENTS

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

I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3. 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.

II. NONDISCRIMINATION

(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 seq.) 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 EEO:
- ${\bf a.}\;$ 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.

 $\mbox{\bf b.}$ 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 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
 - **b.** The contractor will periodically evaluate the spread of wages paid within each classification to determine any 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 $% \left(1\right) =\left(1\right) \left(1\right)$

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:
- (1) 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,
 - ung,
 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:

 $\mbox{\bf a.}$ 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

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:

paid

- (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 listed on the wage determination unless the Administrator of the 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 Federally-assisted 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 submitting payroll copies of all subcontractors.

- 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:

a. By signing and submitting this proposal, the prospective

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

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

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

and in all solicitations for lower tier covered transactions.

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.
- i. 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.