#### 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 an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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KETOKK WITH BIB
Proposal Submitted By
Name
Address
City

# **Letting May 14, 2010**

# 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. 68514
WOODFORD County
Section 104RS-6
Route FAP 673
Project F-0673(025)
District 4 Construction Funds

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

Plans Included Herein

Prepared by

F

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

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

#### **INSTRUCTIONS**

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

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid" form, 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 an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

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

Questions Regarding Call

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



**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 4 Construction Funds** 

Proposal of	
axpayer Identification Number (Mandatory)	
for the improvement identified and advertised for bids in the Invitation for Bids as:	
Contract No. 68514 WOODFORD County Section 104RS-6 Project F-0673(025) Route FAP 673	

- 3.59 miles of partial depth patching, milling and resurfacing on IL Route 116 from east of Arbor Vitae Road in Germantown Hills to just west of Metamora.
- 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	Proposa <u>of Bid</u> <u>Guarant</u>	
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000 \$100,000	0
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150,000	0
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,000	0
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000\$400,00	0
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000 \$500,000	0
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$600,00	0
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700,00	0
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$800,00	0
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000 \$900,000	0
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1,000,00	0

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

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

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

Attach Cashier's Ch	heck or Certified Check Here
In the event that one proposal guaranty check is intended to cover two of the proposal guaranties which would be required for each individual p state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item
	Section No

County

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

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

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

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

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

Combination		Combination Bid					
No.	Sections Included in Combination	Dollars	Cents				

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68514

State Job # - C-94-122-05
PPS NBR - 4-00142-0000
County Name - WOODFORD- -

Project Number F-0673/025/ Route FAP 673

Code - 203 - - District - 4 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
XZ013798	CONSTR STA LAYOUT	L SUM	1.000				
X0322729	MATL TRANSFER DEVICE	TON	9,518.000				
X0326252	COMPUTER WORKSTATION	EACH	1.000				
X0326253	LCD MONITOR	EACH	2.000				
X0556100	PART DEPTH PATCH SPL	SQ YD	80.000				
X2503100	MOWING	UNIT	457.000				
X7800600	URETHANE PM LT-SY SPL	SQ FT	1,232.400				
X7800610	URETH PAVT MK LINE 4	FOOT	76,600.000				
X7800640	URETH PAVT MK LINE 8	FOOT	10,833.000				
X7800650	URETH PAVT MK LINE 12	FOOT	750.000				
X7800670	URETH PAVT MK LINE 18	FOOT	72.000				
X8710024	FOCC62.5/125 MM12SM24	FOOT	2,882.000				
X8710070	FO INTER CENTER 24F	EACH	2.000				
40600215	P BIT MATLS PR CT	TON	97.000				
40600300	AGG PR CT	TON	420.000				

Route

**FAP 673** 

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68514

State Job # - C-94-122-05
PPS NBR - 4-00142-0000
County Name - WOODFORD- -

Project Number
F-0673/025/

Code - 203 - - District - 4 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
40600826	P LB MM IL-4.75 N50	TON	4,914.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600982	HMA SURF REM BUTT JT	SQ YD	14,813.000				
40600990	TEMPORARY RAMP	SQ YD	151.000				
40603540	PHMA SC "D" N70	TON	9,518.000				
40800050	INCIDENTAL HMA SURF	TON	2,503.000				
44000152	HMA SURF REM 3/4	SQ YD	124,197.000				
44000155	HMA SURF REM 1 1/2	SQ YD	4,172.000				
44000198	HMA SURF REM VAR DP	SQ YD	19,824.000				
48101200	AGGREGATE SHLDS B	TON	1,366.000				
48203100	HMA SHOULDERS	TON	5,992.000				
60255500	MAN ADJUST	EACH	1.000				
67000400	ENGR FIELD OFFICE A	CAL MO	5.000				
67100100	MOBILIZATION	L SUM	1.000				
70100310	TRAF CONT-PROT 701421	L SUM	1.000				

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68514

State Job # - C-94-122-05
PPS NBR - 4-00142-0000
County Name - WOODFORD- -

Project Number F-0673/025/ Route FAP 673

Code - 203 - - District - 4 - -

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70106800	CHANGEABLE MESSAGE SN	CAL MO	8.000				
70300100	SHORT-TERM PAVT MKING	FOOT	24,772.000				
70300220	TEMP PVT MK LINE 4	FOOT	76,600.000				
70300250	TEMP PVT MK LINE 8	FOOT	10,833.000				
70300260	TEMP PVT MK LINE 12	FOOT	750.000				
70300275	TEMP PVT MK LINE 18	FOOT	72.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	2,307.000				
78003130	PREF PL PM TB LINE 6	FOOT	9,560.000				
78100100	RAISED REFL PAVT MKR	EACH	628.000				
78300200	RAISED REF PVT MK REM	EACH	628.000				
81012600	CON T 2 PVC	FOOT	2,735.500				
81021350	CON P 3 PVC	FOOT	40.000				
81100600	CON AT ST 2 GALVS	FOOT	4.000				
81300550	JUN BX SS AS 12X12X6	EACH	1.000				
81400720	DBL HANDHOLE PCC	EACH	1.000				

#### Page 4 3/15/2010

# ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 68514

State Job # - C-94-122-05

PPS NBR - 4-00142-0000 Project Number Route

County Name - WOODFORD- - F-0673/025/ FAP 673

Code - 203 - - District - 4 - -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
81900200	TR & BKFIL F ELECT WK	FOOT	2,735.000				
87900200	DRILL EX HANDHOLE	EACH	1.000				

CONTRACT NUMBER	68514	
THIS IS THE TOTAL BID		\$

#### NOTES:

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

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

#### I. GENERAL

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

#### **II. ASSURANCES**

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### **G.** Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

#### C. Educational Loan

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

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

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

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

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

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

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

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

#### E. International Anti-Boycott

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

#### F. Drug Free Workplace

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

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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.

<ol> <li>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</li> </ol>	
<ol> <li>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</li> </ol>	
<ol> <li>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</li> </ol>	
<ol> <li>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</li> </ol>	
(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 mother than one question.)	ore
A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity of the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person the authorized to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, does not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.	nat is
If the answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated a person that is authorized to execute contracts for your company.	d by
Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by bidding entity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.	/ the
The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:	
Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on a attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.	
Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or typ "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illing agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.	ois
Bidders Submitting More Than One Bid	
Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the form by reference.	
The bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:	

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name			
egal Address.			
City, State, Zip			
elephone Number		Email Address	Fax Number (if available)
CS 500). Vend cential conflict plicly available ntracts. <b>A pul</b>	dors desiring to enter into a of interest information as s e contract file. This Form A blicly traded company ma	a contract with the State of Illir specified in this Disclosure Fo A must be completed for bids	etion 50-35 of the Illinois Procurement Code in the first consistency of the Illinois Procurement Code in the first code
	DISCLO	OSURE OF FINANCIAL INF	<u>ORMATION</u>
f the Governor for each indi FOR INDIVIDU	or instributive income share in a salary as of 3/1/09). (Makividual meeting these requival (type or print information)	te copies of this form as nece direments)	which has a value of more than \$106,447.20 (essary and attach a separate Disclosure Fo
NAME:			
ADDRES	SS		
Type of a	ownership/distributable incor	me share:	
	•		
stock	sole proprietorship alue of ownership/distributable i		other: (explain on separate sheet):
70 Oι ψ Va	lide of ownership/distributable in		
			to indicate which, if any, of the following ion is "Yes", please attach additional pages a
(a) State e	employment, currently or in t	the previous 3 years, including	contractual employment of services.  YesNo
If your	answer is yes, please answer	er each of the following question	
1.	Are you currently an office Highway Authority?	er or employee of either the Cap	oitol Development Board or the Illinois Toll YesNo
2.	currently appointed to or elected \$106,447.20, (60	mployed by any agency of the	ncy of the State of Illinois? If you are State of Illinois, and your annual salary of 3/1/09) provide the name the State ary.

3.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary (i) more than 7 1/2% of the total distributable income of corporation, or (ii) an amount in excess of the salary of the G	yas of 3/1/09) are you entitled to receive your firm, partnership, association or
4.	If you are currently appointed to or employed by any agency salary exceeds \$106,447.20, (60% of the Governor's salary or minor children entitled to receive (i) more than 15% in agg of your firm, partnership, association or corporation, or (ii) a salary of the Governor?	as of 3/1/09) are you and your spouse gregate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, include previous 2 years.	, ,
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or en Board or the Illinois Toll Highway Authority?	nployee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or of Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary exc Governor's salary as of 3/1/09) provide the name of the spous of the State agency for which he/she is employed and his/her	ppointed to or employed by any ceeds \$106,447.20, (60% of the se and/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed State of Illinois, and his/her annual salary exceeds \$106,447 as of 3/1/09) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an amore Governor?	.20.00, (60% of the salary of the Governor of the total distributable income of your
4.	If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$106,447.2 3/1/09) are you and your spouse or any minor children entitle aggregate of the total distributable income from your firm, part (ii) an amount in excess of 2 times the salary of the Governor?	20, (60% of the Governor's salary as of d to receive (i) more than 15% in the thership, association or corporation, or
unit of I	e status; the holding of elective office of the State of Illinois, the local government authorized by the Constitution of the State of currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previdaughter.	ous 2 years; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of ta, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years.	on of the State of Illinois or the statues
	nship to anyone holding appointive office currently or in the predaughter.	evious 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any register	ered lobbyist of the State government. YesNo

son, or daughter.	s; spouse, rather, mother, sNo
(i) Compensated employment, currently or in the previous 3 years, by any registered committee registered with the Secretary of State or any county clerk of the State of action committee registered with either the Secretary of State or the Federal Board Ye	of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a com- last 2 years by any registered election or re-election committee registered with the county clerk of the State of Illinois, or any political action committee registered wi State or the Federal Board of Elections.	Secretary of State or any
Ye	sNo
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on pr	revious page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the require the completion of this Form A.	ne criteria that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on	the previous page.
Signature of Authorized Representative	Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if availa	able)
Disclosure of the information contained in this	s Form is required by the	Section 50-35 of the Illinois	s Procurement
Act (30 ILCS 500). This information shall bed			orm B must
pe completed for bids in excess of \$10,000, a	and for all open-ended co	ntracts.	
DISCLOSURE OF OTHER O	CONTRACTS AND PROC	UREMENT RELATED INFO	<u>ORMATION</u>
1. Identifying Other Contracts & Procure has any pending contracts (including leases any other State of Illinois agency: Yes _ If "No" is checked, the bidder only needs to	s), bids, proposals, or othe No	er ongoing procurement rela	tionship with
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			
THE FOL	LOWING STATEMENT N	IUST BE CHECKED	
│	Signature of Authorized Repres	sentative	Date
		- ······ • <del>-</del>	

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

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



**PART I. IDENTIFICATION** 

**TRAINEES** 

Contract No. 68514
WOODFORD County
Section 104RS-6
Project F-0673(025)
Route FAP 673
District 4 Construction Funds

Dept. Human Rights	s #						_ Du	ration o	of Proj	ect: _							
Name of Bidder:																	
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fror	n whic	h the bi	idder re	cruits	employ	ees, and he	reby subn	nits the foll	owir con	g workfo	
		TOTA	AL Wo			tion for	Contra	ıct						CURRENT		PLOYE	S
				L Workforce Projection for Contract  MINORITY EMPLOYEES TRAINEES							3	TO BE ASSIGNED TO CONTRACT					
JOB CATEGORIES	_	TAL OYEES	BL	ACK	HISP	ANIC	*OTI MIN		APPI TIC	REN- ES	-	HE JOB AINEES		OTAL LOYEES		MINORITY EMPLOYEES	
05510141.0	M	F	М	F	М	F	М	F	М	F	М	F	М	F		М	F
OFFICIALS (MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
		BLE C		, -					7			FOR I	DEPART	MENT USE	ON	LY	_
EMPLOYEES	OTAL Tra	aining Pro TAL	ojectio I	n for C	ontract		*^7	ΓHER	4			. 5.(1					
IN		OYEES	BLA	ACK	HISP	ANIC		NOR.									
TRAINING	M	F	M	F	M	F	М	F	1								
APPRENTICES																	
ON THE JOB									1								

Note: See instructions on page 2

BC 1256 (Rev. 12/11/08)

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

Contract No. 68514
WOODFORD County
Section 104RS-6
Project F-0673(025)
Route FAP 673
District 4 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	B. Included in "Total Employees" under Table A is the total number of <b>new hires</b> that would be employed in the event the undersigned bidder is awarded this contract.						
	The undersigned bidder projects that: (number)	new hires would be					
	recruited from the area in which the contract project is located; and/or (r	number)					
	new hires would be recruited fro	m the area in which the bidder's principal					
	office or base of operation is located.						
C.	C. Included in "Total Employees" under Table A is a projection of numbers undersigned bidder as well as a projection of numbers of persons to be						
	The undersigned bidder estimates that (number)	persons will					
	be directly employed by the prime contractor and that (number)	persons will be					
	employed by subcontractors.						
PART I	RT III. AFFIRMATIVE ACTION PLAN						
A.	A. The undersigned bidder understands and agrees that in the event the foutilization projection included under PART II is determined to be an under in any job category, and in the event that the undersigned bidder is awa commencement of work, develop and submit a written Affirmative Action (geared to the completion stages of the contract) whereby deficiencies in utilization are corrected. Such Affirmative Action Plan will be subject to the Department of Human Rights.	erutilization of minority persons or women rded this contract, he/she will, prior to help Plan including a specific timetable in minority and/or female employee					
B.	B. The undersigned bidder understands and agrees that the minority and f submitted herein, and the goals and timetable included under an Affirma to be part of the contract specifications.						
Comp	mpany Telepho	ne Number					
Addres	dress						
	NOTICE DECADDING CIONATURE						
	NOTICE REGARDING SIGNATURE						
	e Bidder's signature on the Proposal Signature Sheet will constitute the signing of the completed only if revisions are required.	his form. The following signature block needs					
Signat	gnature: Title:	Date:					
Instructi	ructions: All tables must include subcontractor personnel in addition to prime contractor per	ersonnel.					
Table A	le A - Include both the number of employees that would be hired to perform the cor (Table B) that will be allocated to contract work, and include all apprentices and should include all employees including all minorities, apprentices and on-the-job	on-the-job trainees. The "Total Employees" column					
Table B	le B - Include all employees currently employed that will be allocated to the contract w currently employed.	ork including any apprentices and on-the-job trainees					
Table C	ele C - Indicate the racial breakdown of the total apprentices and on-the-job trainees sho	own in Table A.					
		DO 1050 (D 10/11/00)					

## 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. 68514 WOODFORD County Section 104RS-6 Project F-0673(025) Route FAP 673 District 4 Construction Funds

### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
(IF A CO-PARTNERSHIP)	Business Address	
,		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Rusinoss Addross	•
SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	-,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture	mlaasa attaab ah - 2000	in a lainneath an ab ant



# **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 Construc	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.	nit a DBE Utilization Plan to to a contract in accordance providing such bond as f labor and material furnis on or to enter into such contereof between the amount	hat is accepted and approved by the Department; and if, be with the terms of the bidding and contract documents specified with good and sufficient surety for the faithful hed in the prosecution thereof; or if, in the event of the tract and to give the specified bond, the PRINCIPAL pays specified 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 g an action to collect the ar n which it prevails either in which it prevails either and the said SURETY have cau	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		
PRINCIPAL	SURETY	
(Company Name)		(Company Name)
By (Signature & Title)	Ву:	
(Signature & Title)		(Signature of Attorney-in-Fact)
•	tification for Principal and	Surety
STATE OF ILLINOIS, County of		
I,	, a Notary Pul	blic in and for said County, do hereby certify that
	and	
(Insert names of individual		,
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.		
Given under my hand and notarial seal this	day of	A.D
My commission expires		
In Proceedings of the Above 1997 1997 1997	Tarana dha Dail I I a	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	er 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. 68514
WOODFORD County
Section 104RS-6
Project F-0673(025)
Route FAP 673
District 4 Construction Funds



# Illinois Department of Transportation

### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., May 14, 2010. 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. 68514
WOODFORD County
Section 104RS-6
Project F-0673(025)
Route FAP 673
District 4 Construction Funds

3.59 miles of partial depth patching, milling and resurfacing on IL Route 116 from east of Arbor Vitae Road in Germantown Hills to just west of Metamora.

- 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, Secretary

FAP Route 673 (IL 116) Project F-0673 (025) Section 104RS-6 Woodford County Contract No. 68514

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2010

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 1-1-10)

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FAP Route 673 (IL 116) Project F-0673 (025) Section 104RS-6 Woodford County Contract No. 68514

### **RECURRING SPECIAL PROVISIONS**

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## STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 673 (IL 116), Project F-0673 (025), Section 104RS-6 in Woodford County, Contract No. 68514 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### **LOCATION OF PROJECT**

This project is located on Illinois Route 116 from just east of Arbor Vitae Road Germantown Hills to Metamora in Woodford County.

#### **DESCRIPTION OF PROJECT**

This project consists of partial depth patching, milling, and resurfacing on Illinois Route 116 just east of Arbor Vitae Road in Germantown Hills to just west of Metamora in Woodford County. This project also includes the installation of new fiber optic cable.

#### LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES

Effective August 3, 2007

Revised July 31, 2009

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

#### **SEEDING, MINOR AREAS**

Effective July 1, 1990

Revised January 1, 2007

Seeding, fertilizing, and mulching shall be done in accordance with <u>Article 250</u> of the Standard Specifications except for the following revisions:

All areas disturbed by the work performed shall be seeded, fertilized, and mulched in accordance with Article 251.03(a). The materials may be purchased locally and placed as directed by the engineer.

The estimated area is approximately 0.06 acres. The seed mixture shall be applied at 100 pounds/acre (110 kg/ha). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the engineer.

The fertilizer nutrients shall be applied at a rate of <u>270 lbs. (300 kg)</u> of actual nutrients per <u>acre</u> (hectare). The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The contractor shall provide the engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

The seed, fertilizer, and mulch will not be measured for payment but will be considered included in the cost of TRENCH AND BACKFILL FOR ELECTRICAL WORK.

#### MOWING

Effective December 11, 2001

Revised April 25, 2008

This work shall consist of mowing the entire median up to 60' (20m) in width and the roadway foreslopes of the outside lanes to the ditchline or for a width of 15' (4.572 meters) from the edge of pavement or paved shoulder, whichever is less. At intersecting roadways, the mowing shall extend to the proposed right of way for a distance of 150' (45 m) on either side of the intersection. The height of the mowing shall not be more than 6" (150 mm). Equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. The Contractor will not be required to mow continuously wet ditches and drainage ways, slopes greater than 1:3 (V:H), or areas which may be designated by the Engineer as not mowable. Mowing shall be done within the project limits during the construction of the project as directed by the Engineer and prior to the final inspection of the project. Any subsequent mowing required to disperse mowed material shall be considered as included in the cost of the mowing. Debris encountered during mowing, which interferes with the mowing operation or is visible from the roadway shall be removed and disposed of according to Article 250.05.

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

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

#### PLACEMENT OF HOT-MIX ASPHALT SURFACE COURSES

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

Placement of hot-mix asphalt surface courses shall not be allowed after October 15<sup>th</sup> of any calendar year. The contractor is responsible for scheduling construction activities to complete placement of surface courses prior to October 15<sup>th</sup>. If surface courses are not in place by October 15<sup>th</sup>, the contractor is responsible for implementing any measures needed to make the roadway suitable for winter traffic and snow plowing activities. Any additional costs associated with this provision shall be considered included in the cost of the unit prices bid for hot-mix asphalt surface course items.

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

Effective: November 1, 2003 Revised January 1, 2007

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

## **HOT-MIX ASPHALT – PRIME COAT (BMPR)**

Effective: April 23, 2010

Remove the first sentence of the second paragraph of Article 406.02 of the Standard Specifications: "When emulsified asphalts are used, they shall be diluted with an equal volume of potable water."

Revise the first paragraph of Article 406.05(b) of the Standard Specifications to read:

"Prime Coat. The base, or base and gutter shall be clean and dry. The bituminous priming material shall be prepared according to Article 403.05 and applied according to Article 403.10."

Revise the first paragraph of Article 406.05(b)(1) of the Standard Specifications to read:

"(1) Brick, Concrete or HMA Bases. The prime shall be applied uniformly at a residual asphalt rate of 0.02 to 0.06 gal/sq yd (0.1 to 0.3 L/sq m). The exact residual asphalt rate will be specified by the Engineer, typically 0.04 gal/sq yd for milled surfaces and 0.025 gal/sq yd for smooth surfaces. Prior to priming, the residual asphalt rate shall be verified by passing the applicator truck over a 1 ft x 1 ft pre-weighed, non-woven fabric, oven drying the fabric and prime to a constant mass in an oven at 230° F (110° C), and determining the final oven dry weight. The difference between the two weights will be the residual asphalt weight per square foot. The residual asphalt weight per square foot shall be converted to gallons per square yard using a residual asphalt specific gravity of 1.03."

Add the following to the second paragraph of Article 406.05(b)(1):

"When prime coat is applied on two lane roadways, the pavement shall be primed one lane at a time. The primed lane shall remain closed for a minimum of one hour and shall remain closed until the prime does not pickup under traffic. On multi-lane pavements, traffic will not be allowed on the primed surface until it is fully cured, such that it does not pickup under traffic."

Replace the last sentence of the third paragraph of Article 406.05(b)(1) with the following:

"Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, or an approved release agent may be applied to the tires of the haul trucks or paving equipment as needed to prevent pickup of the prime coat."

#### PAYMENT FOR USE OF MATERIAL TRANSFER DEVICE

Effective April 23, 2010

This work shall be performed as specified in the plans and specifications herein.

No payment will be made for tonnages of HMA items required to be placed with a material transfer device, but were not able to be placed with a material transfer device.

The maximum tonnage eligible for payment when placed with the material transfer device will be limited to the final pay quantity of the pay items placed.

# **HOT-MIX ASPHALT SURFACE REMOVAL: 3/4". 11/2" & VARIABLE DEPTH**Effective March 1, 1993 Revised July 31, 2009

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

<u>Equipment</u>: The machine used for milling and planing shall be a self-propelled grinding machine having a minimum 12' (3.6 m) wide drum at least 28" (710 mm) in diameter. When a milling width in excess of 12' is required and the Contractor's milling machine is less than the required width shown in the plans, the remaining area shall be milled with a machine capable of meeting the requirements of this special provision. Milling attachments used with skid steer tractors will not be allowed for longitudinal areas to mill additional widths.

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

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

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

## **Construction Requirements**

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

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

The Contractor shall mill 3/4". 11/2" and variable depth at the centerline and project the proposed cross slope to the edge of pavement. In the event the milling at the outer edge of the lane would exceed 1.5 inches (40 mm); then the Contractor shall reduce the cut at the centerline to provide the maximum cut of 1.5 inches (40 mm) at the edge of pavement. If deemed necessary, the Contractor may reduce the cross slope from normal 1.5% to 1%.

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

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

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

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

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

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

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

## Method of Measurement:

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

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

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

## PAVEMENT PATCHING WITH HOT-MIX ASPHALT SURFACE REMOVAL

Effective March 1, 1997 Revised January 1, 2007

The Contractor shall complete the hot-mix asphalt surface removal prior to pavement patching.

Delete the third paragraph of Article 440.04.

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

Effective April 23, 2010

The top lift of Hot-Mix Asphalt Shoulders four feet or less in width shall be resurfaced simultaneously with the mainline pavement resurfacing.

Any surface course placed on shoulders four feet or narrower in width will be paid for as the Hot-Mix asphalt surface course pay item specified n the plans. When the shoulders are specified to be placed simultaneously with the mainline surface course and a Material Transfer Device is required for the mainline surface course, the shoulder will be placed with the Material Transfer Device and both the mainline and shoulder tonnage will be paid for at the contract unit price for Material Transfer Device.

A roller meeting the requirements of Article 1101.01 shall be required. This roller will be in addition to any rollers required for compaction of the mainline roadway resurfacing. This additional roller will not be paid for separately, but shall be included in the contract unit price bid for the Hot-Mix asphalt surface course material being placed.

The various HMA mixtures placed with the material transfer device will be paid for as specified in their respective specifications.

#### TRAFFIC CONTROL PLAN

Effective January 28, 2010

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

Special attention is called to <u>Section 701</u> and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

442201 701101 701421 701426 701901 780001 781001

#### CONSTRUCTION STATION LAYOUT

This work shall consist of all labor, materials, and equipment necessary to temporarily stake, maintain, and remove the roadway stationing for all mainline and ramp pavements to be overlaid within the project limits.

Prior to any cold milling or other operations that will destroy the existing stationing stamped in the existing pavement, the Contractor shall have the stationing temporarily marked beyond the edge of shoulder or as directed by the Engineer. Unless otherwise allowed, the stationing shall be legibly written on wooden lathe marked with a ribbon and driven into the ground at 200' (100 meters) intervals. On two, three, and five-lane pavements, the stationing shall be marked on the right edge of pavement in the direction of increasing stationing. On ramp pavements the stationing shall be marked along the baseline. On multi-lane divided roadways, the stationing shall be marked along the outside edge of shoulder in both directions. The stationing to be used shall be as shown on the plans. The beginning and ending station and location shall be confirmed with the Engineer prior to staking. Once the surface course has been stamped, the lathe shall be removed and disposed of in accordance with the Standard Specifications.

This work will be paid for at the contract unit price per lump sum for CONSTRUCTION STATION LAYOUT and no other compensation will be allowed.

#### PARTIAL DEPTH PATCHING

This work shall consist of partial depth patching of the existing pavement structure and replacement with Hot-Mix Asphalt (HMA) at the locations shown in the plans or as directed by the Engineer. This work will be performed after completion of the cold milling operation and prior to the placement of the leveling binder.

This work shall include all labor, equipment, and materials necessary to remove the existing HMA material. The removal shall be done with a cold milling machine of sufficient size and weight to remove the existing HMA to an approximate depth of ±7" inches to expose the bare concrete pavement. Disposal of waste materials for the work described herein shall be in accordance with Article 202. 03 of the Standard Specifications. After cold milling, the patch and all loose material shall be removed and the area cleaned to the satisfaction of the Engineer. Replacement HMA material shall be as shown in the Mixture Requirements table in the plans.

Prior to placement of HMA material, the bottom and sides of the patch shall be primed in accordance with Article 406.05 of the Standard Specifications using Polymerized Bituminous Material.

The HMA shall be placed in accordance with Article 442.08 of the Standard Specifications. Final elevation shall match the elevation of the surrounding pavement after final compaction. Objectionable bumps left after the compaction shall be removed at the Engineer's discretion if it will affect the smoothness of the overlay.

The Contractor shall fill all patches removed the same day. No open patches will be allowed overnight.

This work will be paid for at the contract unit price per square yard for PARTIAL DEPTH PAVEMENT PATCHING and no other compensation will be allowed.

#### **URETHANE PAVEMENT MARKING**

Effective March 25, 2005

<u>Description</u>: This work shall consist of furnishing and applying a reflectorized modified urethane, plural component, durable liquid pavement marking lines, sizes and colors as shown on the plans.

Materials: All materials shall meet the following specifications:

- (a) Modified Urethane Marking: The modified urethane pavement marking material shall consist of a homogeneous blend of modified urethane resins and pigments designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A to one volume of Part B). No volatile solvent or fillers will be allowed.
- (b) Pigmentation: The pigment content by weight of Component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more then <u>+</u> two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be Organic Yellow and contain no heavy metals.

- (c) Environmental: Upon heating to application temperature, the material shall not exude fumes, which are toxic or injurious to persons or property when handled according to manufacturer specifications. The modified urethane pavement marking material compositions shall not contain free isocyanate functionality.
- (d) Daylight Reflectance: The daylight directional reflectance of the cured modified urethane material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degree circumferential / zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow modified urethane shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

Х	0.490	0.475	0.485	0.539
y	0.470	0.438	0.425	0.456

(e) Weathering Resistance: The modified urethane, when mixed in the proper ratio and applied at 0.35 to 0.41 mm (14 to 16 mils) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV – condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 50 °C (122 °F) and four hours of condensation at 40 °C (104 °F). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Drying Time: The modified urethane material, when mixed in the proper ratio and applied at 0.35 to 0.41 mm (14 to 16 mils) wet film thickness and with the proper saturation of glass spheres, shall exhibit a no-tracking time of three minutes or less when tested according to ASTM D 711.
- (g) Adhesion: The catalyzed modified urethane pavement marking materials when applied to a 100 x 100 x 50 mm (4 x 4 x2 in) concrete block shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 24,100 kPa (3,500 psi). A 50 mm (2 in) square film of the mixed modified urethane shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 50 mm (2 in) square cube shall be affixed to the surface of the modified urethane by means of an epoxy glue. After the glue has cured for 24 hours, the modified urethane specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 50 mm (2 in) cube (glued to the modified urethane surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the modified urethane system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness: The modified urethane marking materials, when tested according to ASTM D-2240, shall have a Shore D Hardness greater than 75. Films shall be cast on a rigid substrate at 0.35 to 0.41 mm (14 to 16 mils) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (i) Abrasion: The abrasion resistance shall be evaluated on a Taber Abrader with a 1,000 gram load and CS-17 wheels. The duration of test shall be 1,000 cycles. The wear index shall be calculated based on ASTM test method D-4060 and the wear index for the catalyzed material shall not be more than 80. The tests shall be run on cured samples of modified urethane material which have been applied at a film thickness of 0.35 to 0.41 (14 to 16 mils) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (j) Tensile: When tested according to ASTM D-638, the modified urethane pavement marking materials shall have an average tensile strength of not less than 6,000 pounds per square inch. The Type IV Specimens shall be pulled at a rate of ¼" per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at 75 °F± 2°F for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.
- (k) Compressive Strength: When tested according to ASTM D-695, the catalyzed modified urethane pavement marking materials shall have a compressive strength of not less than 12,000 pounds per square inch. The cast sample shall be conditioned at 75°F± 2°F for a minimum of 72 hours before performing the indicated tests. The rate of compression of these samples shall be no more than ½"per minute.
- (I) Glass Spheres: The glass spheres shall meet the requirements of Article 1095.04(m) and Article 1095.07 of the Standard Specifications for first drop and second drop glass beads.

- (m) The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture and batch number.
- (n) Prior to approval and use of the modified urethane pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of modified urethane and date of manufacture. The certification shall be accompanied by one half-liter (one-pint) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the modified urethane manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

- (o) Acceptance samples shall consist of one half-liter (one-pint) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples shall be taken by a representative of the Illinois Department of Transportation. The modified urethane pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (p) The manufacturer shall retain the test sample for a minimum of 18 months.

#### APPLICATION EQUIPMENT

The modified urethane pavement marking compounds shall be applied through equipment specifically designed to precisely meter the two components in the ratio of 2:1 and approved by the manufacturer of the material. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to the marking application.

The equipment shall be capable of spraying both yellow and white urethane, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two urethane tanks each of 415 L (110 gal) minimum capacity and shall be equipped with hydraulic systems. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying glass beads by the double drop pressurized bead system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 1.2 kg per L (10 lb/gal). The equipment shall be equipped with pressure gauges for each proportioning pump. All guns shall be in full view of operators at all times.

The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and urethane application techniques. Certification of equipment shall be provided at the preconstruction conference.

#### APPLICATION

The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement. New PCC pavements shall be blast-cleaned to remove all curing compounds.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. Existing pavement markings shall be at least 90 percent removed. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths and shapes of the cleaned surface shall be prepared wider then the modified urethane pavement marking material to be applied, such that a prepared area is on all sides of the urethane pavement marking material after application.

New asphalt concrete and seal coated surfaces shall be in place a minimum of two weeks prior to marking applications.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 20 mils in accordance with the manufacturer's installation instructions and at the widths and patterns shown on the contract plans. The application and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature shall be 40 ° F and rising and the ambient temperature shall be 35° F and rising. The pavement surface temperature and the ambient temperatures shall be determined and documented before the start of each of marking operation. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and curing periods. The Engineer shall determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Unless directed by the Engineer, lines shall not be laid directly over a longitudinal crack or joint. The edge of the center line or lane line shall be offset a minimum distance of 50 mm (2 inches) from a longitudinal crack or joint. Edge lines shall be approximately 50 mm (2 inches) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 3 meter (10-foot) line not to exceed 25 mm (1 inch).

### Notification:

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that an inspector can be present during the operation.

At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of urethane and reflective media that he intends to use. The Engineer will ensure that the approved lot numbers appear on the material package. Failure to comply with this provision may be cause for rejection.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

## Inspection:

The urethane pavement markings will be inspected following installation, but no later than December 15, and inspected following a winter performance period that extends 180 days from December 15 in accordance with the provisions of Article 780.10 of the Standard Specification for Road and Bridge Construction.

## Method of Measurement:

The lines will be measured for payment in feet of urethane pavement marking lines applied and accepted, measured in place. Double yellow lines will be measured as two separate lines. Words and symbols shall conform to the size and dimensions specified in the Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on total areas indicated in table 1 or as specified in the plans.

#### Basis of Payment:

This work will be paid for at the contract unit prices per foot of applied line for URETHANE PAVEMENT MARKING - LINE 4, 5, 6, 8, 12, 24 inches or per square foot URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS measured as specified herein.

## PREFORMED PLASTIC PAVEMENT MARKINGS

Effective July 31, 2009

This work shall include all materials, labor, and equipment necessary to install the Preformed Plastic Pavement Markings as shown in the plans and as described herein. The pavement markings shall be Type B and installed in accordance with Article 780.07 of the Standard Specifications as an inlaid application. The Contractor shall have the option to inlay the pavement markings in accordance with the Inlaid Application procedure behind the paving operation or to install the pavement markings at a later date.

If the pavement markings are installed separately from the paving operation the pavement shall be grooved to create a recess in the surface course and prepared in accordance with the manufacturer's requirements. The pavement markings shall be inlaid to a depth meeting the requirements of Article 780.07(a) of the Standard Specifications. The Contractor shall provide the Resident Engineer the manufacturer's specifications for the application procedure selected.

#### **CONDUIT, PUSHED OR TRENCHED**

This work shall consist of furnishing and installing conduit under an existing roadway, driveway, or sidewalk, or trenched into the ground. The Contractor may substitute coilable polyethylene conduit of equal size.

Non-metallic cable marking tape shall be installed in all conduit trenches in accordance with Article 819.05. This item will not be paid for separately, but shall be include din the price of the conduit.

The Contractor may elect to push a conduit that is shown to be the trenched on the plans. <u>This work will be measured for payment and paid for as CONDUIT IN TRENCH of the type and size specified and TRENCH AND BACKFILL FOR ELECTRICAL WORK.</u>

#### **CONTRACT GUARANTEE**

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.14.

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

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

## DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE

This work shall consist of furnishing the materials and constructing a handhole in accordance with the applicable Articles of Section 814 and 1059 of the Standard Specifications with the following modifications:

The lift ring for the cover shall consist of a solid closed ring of stainless steel at least 3/8 inch in diameter. The lift ring shall be attached to the cover by a loop of stainless steel at least 3/8 inch in diameter. The lift ring and loop shall be recessed in the cover.

The Contractor shall install heavy-duty, fully-galvanized hooks, with a minimum diameter of ½" in the proposed handhole.

The Contractor shall submit this material to the Engineer prior to construction of the handholes.

The lid shall be marked with the legend "Traffic Signals".

Pre-cast handholes are not allowed.

All unsuitable materials shall be disposed of by the Contractor outside the job limits.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for DOUBLE HANDHOLE, PORTLAND CEMENT CONCRETE which price shall be payment in full for all labor, materials, and equipment required to provide the handhole described above as well as any necessary excavating, backfilling, disposal of unsuitable materials, and furnishing all materials within the limits of the handhole.

#### **COMPUTER WORKSTATION**

The Contractor shall furnish a computer workstation (material only) and deliver it to the Department.

The workstation shall be a HP xw4600 Workstation or approved equal that meets or exceeds the following minimum specifications:

Operating System: Windows XP Professional (with latest service pack)

Hard disk: 250 GB Serial ATA, 3 Gb/s, (7200 rpm) or better.

 Motherboard: 1066 MHz FSB clock speed with minimum of 4 dedicated PCI –E slots. All slots shall support bus mastering.

> A single Intel Core 2 Duo E8600 processor (3.33 GHz CPU with 6 MB L2 cache and 1333 MHz FSB shall be provided.

Serial ATA II/300 controller (four channel)

• The following ports shall be provided:

One 9-pin serial connector; 16550-compatible

25-pin parallel connector (bi-directional)

PS/2 keyboard connector

PS/2 mouse connector

RJ-45 10/100/1000 NIC connector

Six USB 2.0 ports

1/8-inch Audio line-in miniature audio jack

1/8-inch Audio line-out miniature audio jack

1.8-inch Audio microphone-in miniature audio jack

1/8-inch Audio headphone-out miniature audio jack

One PCI Express x16 Gr4aphics Slot

Three 32-bit PCI slots, one PCI Express x 1, one PCI Express x16

IEEE 1394 (Firewire) Controller Card with two Ports

 Drive bays: two externally accessible 5.25" peripheral bays, two internal 3.5" hard drive bays (2 x 1")

Memory: Minimum of 4 GB (2x2GB DIMM) of 800 MHz dual channel

ECC DDR2 SDRAM memory (expandable to 8 GB min). At least one memory bank shall remain open for future

expansion. A total of two slots shall be provided.

Optical Drive: 16X double-layer multi-format DVD±/R±/RW/CD-R/RW

(Super-multi Drive), SATA, with software

Video Card:
 PCIe 512MB SDRAM RAM Video card with dual DVI & TV

out (Dual Head Monitor Support)

Pointing Device: A 3-button, optical wheel mouse shall be supplied.

Network Interface: The workstation shall be supplied with an Integrated Network Interface Card (NIC) supporting 10/100/1000 MB/s and using 32-bit PCI bus-mastering technology. The card shall have a UTP (RJ-45) connector. The card shall be compliant with PCI local bus specification 2.0 and IEEE 802.3 for Ethernet. The card shall also support Netflex-3 technology.

Warranty Three-year on-site parts and labor including 24/7

telephone technical support

• Recovery Media Driver, Application Software, and Operating System

Installation and/or recovery media (CD or DVD) shall be

included

Software One licensed copy of Microsoft Office 2007 Professional

shall be included.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for COMPUTER WORKSTATION which price shall be payment in full for all labor, materials, and equipment required to provide the computer workstation and accessories described above and deliver it to the Department.

## **LCD MONITOR**

The Contractor shall furnish an LCD Monitor (material only) and deliver it to the Department.

The monitor shall be a HP LP2065 or approved equal that meets or exceeds the following minimum specifications:

Monitor: A 20" (diagonal viewable area) flat screen, analog, TFT

Active Matrix Color LCD monitor shall be supplied. The monitor shall support resolution of 1600 x 1200 DPI at a vertical refresh rate of minimum 75 Hz and horizontal refresh rate of 94 KHz. The following shall be provided:

Input connectors: one 15-pin mini d-sub analog VGA, two

24-pin DVI-I Aspect ratio: 5:4

Brightness (minimum): 300 cd/m2

Contrast ratio: 800:1

Lamp life (minimum): 45,000 hrs Pixel pitch (minimum): 0.255 mm

Energy 2000/Energy Star/TCO '99 Compliant

Anti-glare coating

On-screen display and controls Adjustable Height: 4" minimum range Tilt Angle: -5 degrees to 25 degrees

Swivel Angle: +/- 45 degrees

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for LCD MONITOR which price shall be payment in full for all labor, materials, and equipment required to provide the LCD Monitor and accessories described above and deliver it to the Department.

#### FIBER OPTIC INTERCONNECT CENTER, 24 FIBER

This work shall consist of furnishing and installing a 24 fiber wall mountable interconnect center.

The interconnect center shall be installed on the interior wall of the Illinois State Police District 8 Headquarters and inside the existing traffic signal cabinets located along IL 116 at the intersections of Fandel and Arbor Vitae/Schmitt.

The Contractor shall be responsible for rearranging any existing components to facilitate installation.

The wall mountable interconnect center located inside the ISP building shall be equipped with four six-fiber ST connector (four single mode) bulkheads and come complete with all required fiber termination accessories.

The wall mountable interconnect centers located inside the existing traffic signal cabinets shall be equipped with four six-fiber ST connector (two multimode and two single mode) bulkheads and come complete with all required fiber termination accessories.

The wall mountable interconnect center shall be a Corning Cable Systems model number WIC-024 or approved equal.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price of each for FIBER OPTIC INTERCONNECT CENTER, 24 FIBER, which shall be payment in full for all labor, equipment, and materials required to provide and install the equipment described above, complete.

## FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F, SM24F

This work shall be in accordance with Sections 801, 864, 871, and 1076 of the Standard Specifications except as modified herein.

The fiber optic cable shall be a 36 fiber hybrid cable with 12 multi-mode and 24 single mode fibers.

Each cable shall be clearly labeled in each cabinet utilizing a durable computer generated label. The label shall contain information in regards to the location where the cable is going to or coming from.

Six multi-mode fibers from each cable entering the cabinet shall be terminated utilizing mechanical or fusion spliced ST connectors in each traffic signal cabinet.

Six single mode cables shall be fusion spliced together in each cabinet to create a continuous fiber run. The six single mode fibers installed as a part of a separate project shall be fusion spliced to the single mode fibers from the proposed fiber in the traffic signal cabinet located at IL 116 & Arbor Vitae/Schmitt Ln. All terminated fibers shall be clearly labeled. All required equipment, including but not limited to fiber optic cables, connectors, splicing boots, cable trays, and hardware shall be included in this pay item.

Fibers not being used shall be labeled "spare", and fibers not attached to a distribution enclosure shall be capped and sealed.

All ancillary components, required to complete the fiber optic cable plant, including but not limited to, moisture and water sealants, cable caps, fan-out kits, weather-proof splice kits, boots, etc., shall be supplied under this pay item and will not be paid for separately.

The fiber optic cable shall be clearly marked in each handhole and cabinet with a brightly colored (orange or yellow) weather resistant label securely attached to the cable.

The Contractor shall provide and install a 10 Ga., stranded (EPR-TYPE RHW), insulated orange tracer cable in all conduits that contain fiber optic cable. This work shall be done at the same time the fiber optic cable is pulled. There will be no additional compensation for this work.

<u>Materials</u>. The single-mode, fiber optic cable shall incorporate a loose, buffer-tube design. The cable shall conform to the requirements of RUS 7 CFR1755.900 (PE-90) for a single sheathed, non-armored cable, and shall be new, unused and of current design and manufacture. The number of fibers in each cable shall be as specified on the plans.

## **Construction Requirements:**

#### Experience Requirements.

Personnel involved in the installation, splicing and testing of the fiber optic cables shall meet the following requirements:

A minimum of three (3) years experience in the installation of fiber optic cables, including splicing, terminating and testing single mode fibers.

Install two systems where fiber optic cables are outdoors in conduit and where the systems have been in continuous satisfactory operation for at least two years.

The Contractor shall submit as proof, photographs or other supporting documents, and the names, addresses and telephone numbers of the operating personnel who can be contacted regarding the installed fiber optic systems.

One fiber optic cable system (which may be one of the two in the preceding paragraph), which the Contractor can arrange for demonstration to the Department representatives and the Engineer.

Installers shall be familiar with the cable manufacturer's recommended procedures for installing the cable. This shall include knowledge of splicing procedures for and equipment being used on this project and knowledge of all hardware such as breakout (furcation) kits and splice closures. The Contractor shall submit documented procedures to the Engineer for approval and to be used by Construction inspectors.

Personnel involved in testing shall have been trained by the manufacturer of the fiber optic cable test equipment to be used, in fiber optic cable testing procedures. Proof of this training shall be submitted to the Engineer for approval. In addition, the Contractor shall submit documentation of the testing procedures for approval by the Engineer.

#### Installation in Conduit.

During cable pulling operations, the Contractor shall ensure that the minimum bending of the cable is maintained during the unreeling and pulling operations. Entry guide chutes shall be used to guide the cable into the handhole conduit ports. Lubricating compound shall be used to minimize friction. Corner rollers (wheels), if used, shall not have radii less than the minimum installation-bending radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturers specifically approve the array.

The pulling tension shall be continuously measured and shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks can be used to ensure that the cable tensile strength is not exceeded. The pulling system shall have an audible alarm that sounds whenever a pre-selected tension level is reached. Tension levels shall be recorded continuously and shall be given to the Engineer upon request.

The cable shall be pulled into the conduit as a single component, absorbing the pulling force in all tension elements. The central strength member and Aramid yarn shall be attached directly to the pulling eye during cable pulling. "Basket grip" or "Chinese-finger type" attachments, which only attach to the cable's outer jacket, shall not be permitted. A breakaway swivel, rated at 95% of the cable manufacturer's approved maximum tensile loading, shall be used on all pulls. When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

#### Splicing Requirements:

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer.

## **Operation and Maintenance Documentation:**

After the fiber optic cable plant has been installed, two (2) complete sets of Operation and Maintenance Documentation shall be provided. The documentation shall, as a minimum, include the following:

- Complete and accurate as-built diagrams showing the entire fiber optic cable plant including locations of all splices.
- Final copies of all approved test procedures.
- Complete performance data of the cable plant showing the losses at each terminal connector.
- Complete parts list including names of vendors.

#### Testing Requirements:

Testing shall be in accordance with Article 801.13

The Contractor shall submit detailed test procedures for approval by the Engineer. All continuous fiber runs shall be tested bi-directionally at both 1310 nm and 1550 nm with a power meter and optical source. For testing, intermediate breakout fibers may be concatenated and tested end-to-end. Any discrepancies between the measured results and these specifications will be resolved to the satisfaction of the Engineer.

The Contractor shall provide the date, time and location of any tests required by this specification to the Engineer at least 5 days before performing the test. Upon completion of the cable installation, splicing, and termination, the Contractor shall test all fibers in each link for continuity and attenuation. The test procedure shall be as follows:

A Certified Technician utilizing an Optical Source/Power Meter shall conduct the testing. The Technician is directed to conduct the test using the standard operating procedures defined by the manufacturer of the test equipment. All fibers installed shall be tested in both directions.

At the completion of the test, the Contractor shall provide two copies of documentation of the test results to the Engineer. The test documentation shall be bound and shall include the following:

## Cable & Fiber Identification:

Cable Location - beginning and end point
Fiber ID, including tube and fiber color
Operator Name
Date & Time
Setup Parameters
Wavelength
Pulse width (OTDR)
Refractory index (OTDR)

Range (OTDR) Scale (OTDR)

Cable ID

Setup Option chosen to pass OTDR "dead zone"

## Test Results:

## Optical Source/Power Meter

Total Attenuation Attenuation (dB/km)

These results shall be provided in tabular form. The following shall be the criteria for the acceptance of the cable:

The test results shall show that the dB/km loss does not exceed +3% of the factory test or 1% of the cable's published production loss. However, no event shall exceed 0.10 dB. If any event is detected above 0.10 dB, the Contractor shall replace or repair the proposed fiber and/or fusion splice and connector including that event point.

The total dB loss of the cable, less events, shall not exceed the manufacturer's production specifications as follows: 0.5 dB/km at both 1310 and 1550 nm.

If the total loss exceeds these specifications, the Contractor shall replace or repair that cable run at the Contractor's expense, both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation shall require the replacement of the cable run at the Contractor's expense, including labor and materials.

The Contractor shall label the destination of each trunk cable onto the cable in each handhole and termination panel.

## Slack Storage of Fiber Optic Cables.

A part of this pay item, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes and in the traffic controller cabinets.

The amount of slack cable listed in Article 873.03 shall be revised as follows:

Location	Length of Slack Cable (Ft.)
Handhole	10.0
Double Handhole	50.0
Controller Cabinet	10.0

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for FIBER OPTIC CABLE IN CONDUIT No. 62.5/125, MM12F SM24F and shall be payment in full for all labor, equipment, and materials required to provide, install, and test the fiber optic cable described above, complete.

#### MATERIAL TRANSFER DEVICE (BDE)

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

<u>Description</u>. This work shall consist of placing polymerized hot-mix asphalt surface course, Mix D, N70, except that these materials shall be placed using a material transfer device.

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

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

#### CONSTRUCTION REQUIREMENTS

<u>General</u>. The material transfer device shall be used for the placement of polymerized hot-mix asphalt surface course, Mix D, N70. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

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

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

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

<u>Method of Measurement</u>. This work will be measured for payment in tons (metric tons) for polymerized hot-mix asphalt surface course, Mix D, N70 materials placed with a material transfer device.

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

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

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

Effective: November 1, 2001

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

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

By submission of a delayed start plan, the Contractor understands and agrees that the granting of a delayed start shall not be reason for an extension of time to complete the contract, and that the decision to approve a waiver for any or all contracts will reside with the Department, whose decision will be final.

All delayed working day contracts shall be scheduled for completion, except for off-pavement and/or cleanup work, by October 15, 2010. However, upon starting a working day contract, working days will be charged according to Article 108.04 of the Standard Specifications until the contract is complete.

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

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

Effective: November 1, 2008

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

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

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

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

**CEMENT (BDE)** 

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

Revise Section 1001 of the Standard Specifications to read:

#### "SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, 3200 psi (22,100 kPa) at 6.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- **1001.03 Mixing Brands and Types.** Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- **1001.04 Storage.** Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

## CONCRETE ADMIXTURES (BDE)

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

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

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour.

When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

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

Revise Section 1021 of the Standard Specifications to read:

#### "SECTION 1021. CONCRETE ADMIXTURES

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

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

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

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

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

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

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

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

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

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

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

**1021.03 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).

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

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

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

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

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

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

## CONSTRUCTION AIR QUALITY - 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: January 1, 2010

<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.

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 3.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only 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 enough DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

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

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2)A description, including pay item numbers, of the work each DBE will perform;
  - (3)The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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)DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (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); and,
  - (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A.

The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine 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 apparent successful 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 the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of 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 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. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE 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 following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (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.

<u>CONTRACT COMPLIANCE</u>. Compliance with this Special Provision is an essential part of the contract.

The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price.

If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) 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. 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.
- The Contractor shall maintain a record of payments for work performed to the DBE (h) participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.

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

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

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

Revise Article 670.02 of the Standard Specifications to read:

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

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

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

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

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

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

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.

- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.
- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

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

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

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

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

### **EQUIPMENT RENTAL RATES (BDE)**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)**

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

### **HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)**

Effective: January 1, 2010

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

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a oneminute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test	Unconfined Edge
		(includes confined edges)	Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

### **HOT-MIX ASPHALT – DROP-OFFS (BDE)**

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

### **HOT-MIX ASPHALT - FINE AGGREGATE (BDE)**

Effective: April 1, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

"FINE AGGREGATE GRADATIONS							
Grad No.	Sieve Size and Percent Passing					Sieve Size and Percent Pas	
Glau No.	3/8 No. 4 No. 8 No. 16 No. 200						
FA 22	100						

FINE AGGREGATE GRADATIONS (Metric)							
Grad No.	Sieve Size and Percent Passing						
Glau No.	9.5 mm   4.75 mm   2.36 mm   1.18 mm   75 μm						
FA 22	100						

6/ For the fine aggregate gradation FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval."

Revise Article 1003.03(a) of the Standard Specifications to read:

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

Revise Article 1003.03(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

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

Effective: April 1, 2008 Revised: January 1, 2010

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

"Parameter	Frequency of Tests  High ESAL Mixture  Low ESAL Mixture	Frequency of Tests  All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation  % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)  Note 1.	1 washed ignition oven test on the mix per half day of production  Note 4.	1 washed ignition oven test on the mix per day of production  Note 4.	Illinois Procedure

Asphalt Binder	4	4 1 .	HE C - NA - JEC - J
Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
3 7 3 11			7.0.0111.0.1.000
Note 2.			
VMA	Day's production ≥ 1200 tons:	N/A	Illinois Modified AASHTO R 35
Note 3.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for		
	first 2 days and 1 per day		
	thereafter (first sample of the day)		
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific	1 per half day of production	1 per day	Illinois-Modified
Gravity	, , ,	, ,	AASHTO T 312
of Gyratory Sample	Day's production < 1200 tons:		
	1 per half day of production for		
	first 2 days and 1 per day		
	thereafter (first sample of the day)		
	Day's production ≥ 1200 tons:		
Maximum Specific		1 per day	Illinois-Modified
Gravity of Mixture	1 per half day of production		AASHTO T 209
	Day's production < 1200 tons:		
	1 per half day of production for		
	first 2 days and 1 per day		
	thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu$ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident."

### HOT-MIX ASPHALT – QC/QA ACCEPTANCE CRITERIA (BDE)

Effective: January 1, 2010

Revise Article 1030.05(f)(3) of the Standard Specifications to read:

"(3) Department assurance tests for voids, field VMA, and density."

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

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

### LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

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

"Schedule of Deductions for Each Day of Overrun in Contract Time					
Original Con	Original Contract Amount Daily Charges				
From More Than	To and Calendar Work Including 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 Revised: January 1, 2010

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) Total number of employees.
- b) The total hours worked.
- c) Total payroll.

The report shall be completed by the Contractor. The Contractor shall also report for 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 five business days after the end of each month.

The report shall be submitted electronically by accessing the Department's website (<a href="http://www.dot.il.gov/stimulus/index.html">http://www.dot.il.gov/stimulus/index.html</a>).

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.

### MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

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

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

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

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) National Pollutant Discharge Elimination System (NPDES) / Erosion and Sediment Control Deficiency Deduction When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, or the Contractor's activities represents a violation of the Department's NPDES permits, the Engineer will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the work effort required. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the Department's NPDES permits. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Table A					
Deficiency Deduction Gravity Adjustment Factors					
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			ly Stabilized	
	< 5	5 - 10	>10 - 25	> 25	
	Acres	Acres	Acres	Acres	
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5	
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5	
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10	
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5	
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5	
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5	
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"	

### PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

"In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area."

### 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.

### 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."

### RAISED REFLECTIVE PAVEMENT MARKERS (BDE)

Effective: November 1, 2009 Revised: April 1, 2010

Revise the first sentence of the second paragraph of Article 781.03(a) of the Standard Specifications to read:

"The pavement shall be cut to match the bottom contour of the marker using a concrete saw fitted with 18 and 20 in. (450 and 500 mm) diameter blades."

### RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: January 1, 2010

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

Revise Section 1031 of the Standard Specifications to read:

### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

- (a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass one sieve size larger than the maximum sieve size specified for the mix the RAP will be used in.
- (b) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D"  Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	$\pm$ 0.4 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	± 0.03	

<sup>1/</sup> The tolerance for FRAP shall be  $\pm$  0.3 %.

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

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

### 1031.04 Quality Designation of Aggregate in RAP/FRAP.

- (a) The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
  - (1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) The aggregate quality of FRAP shall be determined as follows.

Fractionated stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

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

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better.

- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.
- (f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

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

Max RAP Percentage

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

### Overlavs:

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

### Full Depth:

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

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

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

### Max FRAP Percentage

HMA Mixtures 1/, 2/	Maximum % FRAP			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	35	35	10	
50	30	25	10	
70	25	20	10	
90	20	15	10	
105	10	10	10	

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

### Overlays:

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

### Full Depth:

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

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

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

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

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

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

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

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

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

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

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

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

### REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

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

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

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

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

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

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

### 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 **50** working days.

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

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

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

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

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

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

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

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

Where: CA = Cost Adjustment, \$.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **RETURN WITH BID**

### ILLINOIS DEPARTMENT OF TRANSPORTATION

### OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:			_	
Company Name:				
Contractor's Option	;			
Is your company opting	ng to include thi	is spec	ial provision as part of the	contract?
Yes		No		
Signature:			r	late:

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

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

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

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

### (a) Categories of Work.

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

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

### (b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
Matria I Inita		
Metric Units		11.20
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

### (c) Quantity Conversion Factors.

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

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

 $CA = (FPI_P - FPI_L) \times FUF \times Q$ 

Where: CA = Cost Adjustment, \$

FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is

performed, \$/gal (\$/liter)

FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the

letting, \$/gal (\$/liter)

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

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

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

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

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

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

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

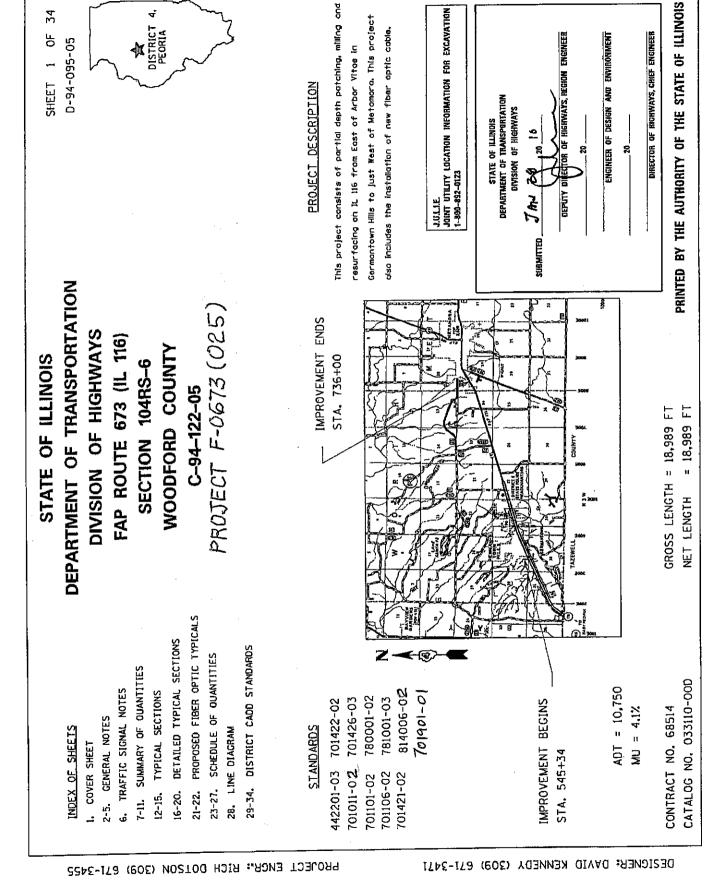
### Return With Bid

### ILLINOIS DEPARTMENT OF TRANSPORTATION

### OPTION FOR FUEL COST ADJUSTMENT

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

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



### COMMITMENTS

Commitments are not to be altered without the written approval of all parties to which the commitment was made.

No Commitments have been made on this project.

## PROPERTY OWNER ACCESS REQUIREMENTS

Access must be maintained to all existing properties during construction per Article 107.09 unless arrangements are made in writing by the Contractor with the property owners with a capy to the Engineer for short-term closures.

# WINTER SHUTDOWN RESTRICTIONS ON COLD MILLED PROJECTS

Prior to winter shutdown the following steps shall be taken:

- All cold milled surfaces shall be overlaid.
- All lanes shall be reopened to traffic.
- \* Manholes, where applicable, shall be adjusted to the elevation of the binder course/eveling binder to ease in plowing snow, and re-adjusted to finished grade in the Spring. The initial manhole adjustment will be paid for at the contract unit price and any re-adjustment, as directed by the Engineer, will be paid for in accordance with Article 109.04.
- Temporary or permanent pavement marking shall be placed as applicable.

## BUTT JOINT CUTTING TIME RESTRICTION

Butt joints shall not be milled more than three (3) days prior to placement of the bituminous surface course.

		ROUTE	SECTION	COUNTY	SHEET
STATE OF ILLINOIS	CHICK IVERS	F.A. 673	104RS-6	WOODFORD	TOTAL NO.
DEPARTMENT OF TRANSPORTATION		MKD, IL116	CONTRACT NO. 6	8514	34   2

### ENVIRONMENTAL REVIEWS

Prior to the use of any proposed borrow areas, use areas (temporary access roads, detours, run-arounds, etc.) and/or waste areas, the Contractor shall file the required environmental resource request surveys according to Section 107.22 of the Standard Specifications. These surveys are required in order for the Department to conduct cultural and biological resource surveys for the proposed site.

Prior to any waste materials being removed from the construction site the required environmental resource surveys will need to be obtained and filed by the Contractor. Excess waste products removed from the construction site shall be disposed of as required in Section 202.03 of the Standard Specifications.

Any protruding metal bars shall be removed prior to the disposal of broken concrete at approved disposal sites.

The required environmental resource documentation shall include the following:

- BDE Form 2289 (Environmental Survey Request)
- A location map showing the size limits and location of the use area
  - Signed property owner agreement form-D4 Pi0108
    - Color photographs depicting the use area
- Borrow Area Entry Agreement form-D4 P10101

Please note that a minimum of two weeks shall be allowed for the District to obtain the required environmental clearances.

# UTILITIES - LOCATIONS /INFORMATION ON PLANS

and other utilities as shown on the plans are based on careful field investigation and the best utility company. It shall be the Contractor's responsibility to ascertain their exact location from The locations of existing water mains, gas mains, sewers, electric power lines, telephone lines locations shown on the cross sections are based on the approximate depth supplied by the information available, but they are not guaranteed. Unless elevations are shown — all utility the utility companies and by field inspection.

		ROUTE	SECTION	COUNTY	SHEET
STATE OF ILLINOIS	CENERAL NOTES	F.A. 673	104RS-6	WOODFORD	TOTAL NO.
EPARTMENT OF TRANSPORTATION		MKD. 11.116	CONTRACT NO. 68	1514	34   3
			i		

## PAVEMENT STATIONING NUMBERS & PLACEMENT

The Contractor shall provide labor and materials required to imprint pavement station numbers in the finished surface of the pavement and/or overlay. The numbers shall be approximately 34 inch (20mm) wide, 5 inches (125 mm ) high and 58 inch (15 mm ) deep.

The pavement station numbers shall be installed as specified herein:

Interval – 200 feet (English stationing) or 100 meters (metric stationing)

Bottom of Numbers - 6 inches (150 mm ) from the inside edge of the pavement marking

### Location:

- 2,3, & 5 Lane Pavements right edge of pavement in direction of increasing stations
  - Multi-Lane Divided Roadways outside edge of pavement in both directions
    - Ramps along baseline edge of pavement

Position – stations shall be placed so they can be read from the adjacent shoulder

Format - English (Metric) pavement stations shall use this format "XXX (XX+X00)"

where X represents the pavement station

This work will not be paid for separately, but will be considered included in the cost of the associated pavement and/or overlay pay items.

## HOT-MIX ASPHALT MIXTURE REQUIREMENTS

					11 - 11 - 11 - 11 - 11 - 11 - 11 - 11
(a.s. 1	Mainline Corfoce College	Leveling Binder	Incidental Surface	Bitaminous Shoulder	
Mixture Use(s):		,		(Surface Liff)	Patches (2 1/4" min. depth)
			20,000	CC 49.00	DG-84-22
0000	SAS or SAR 70-28	SBS of SBR 70-28	FG 54-44	72-400-	
AC/PG:	200000000000000000000000000000000000000		7 - 2 - 2	7527	489
DADM /Mev): **	10%	10%	80.0	0.00	2
LYLL 70 (MICH).				A 66. (6)	05-M6/30-7
Dogion Air Moide.	4 0% @ N=70	3.0% @ N=50	3.0%@N=50	3.U%(@N=00	4.0 M(g) - 7.0
COSE JUL ANDS		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
Mishing Composition:	1		10 E or 40 E	11 0 5 or 12 5	1, 19.0
	L 9.5 or IL12.5	1.4.70	L5.5 G 12.5	0.50	
(Credation Mixture)					
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\*\* If RAP option is selected, the asphalt cement grade may need to be adjusted, this will be determined by the Materials Engineer.

Note: 70-28 AC used due to full depth HMA between Germantown and Metamora.

		,	
STATE OF ILLINOIS	CENEDAL NOTES	F.A. 673	104RS-6
DEPARTMENT OF TRANSPORTATION		MKD. 11.116	CONTRACT NO. 685

### ENGINEERS FIELD OFFICE

Add the following sentence to the end of paragraph 670.02 (i) and 670.04 (e): All of the telephone lines provided shall have unpublished numbers.

### PAVING SURFACE COURSE

construction of the hot-mix asphalt surface. No interruptions for side roads, entrances, turn lanes, Continuous paving operations on the main roadway shall be maintained at all times during the etc. will be allowed.

### AGGREGATE SHOULDERS, TYPE B

entrances, and mailbox turnouts, whether or not portions of the surfaces thus constructed are to Aggregate SHOULDERS, Type B shall be required for all granular construction of side roads, be covered with a bituminous surface, except where noted differently on the plans.

### JOB SPECIFIC NOTES

## HMA SURFACE REMOVAL - MAINLINE

The Contractor shall mill 34" at centerline to the proposed pavement crossslope. If the removal becomes to deep at the E.O.P., the 34" depth at centerline may be reduced. If still to deep at the E.O.P., the crossslope may be reduced to the minimum desired.

		-			1
STATE OF ILLINOIS	CENEDAL VIOR APPOINTED NOTES	F.A. 673	104RS-6	WOODFORD TOTAL	-
DEPARTMENT OF TRANSPORTATION		NKD. 11.116	CONTRACT NO. 6	8514 34	-1

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OLC NOT	TON 2503 2503	SQ YD 124197 124197
40603540 POLYMERIZED HOT - MIX ASPHAL I SURFACE COURSE, MIX D ,	40800050 INCIDENTAL HOT - MIX ASPHALT SURFACING	44000152 HOT - MIX ASPHALT SURFACE REMOVAL, 3/4"

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Page 1 of 5

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514	68514	CONTRACT NO			
8	34			116	=
NO.	TOTAL	WOODFORD	104RS-6	FAP 673	FAP
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		Tot.QTY	UNIT	ITEM	No.
80/20 FED/ST					
FIBER,	0001		-		
ITS					
1 Y032-1F	80/20 FED/ST	1			
CONSTRUCTION TYPE CODE	CONSTRUCTION				

	19824	1366	5992		2	
Tot.QTY	19824 198	1366 13	5992 59	-	2	1
UNIT Tot	SQ YD 18	TON 1	TON 5	ЕАСН	CAL MO	T SUM
ITEM	44000198 HOT - MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH	48101200 AGGREGATE SHOULDERS, TYPE B	48203100 HOT - MIX ASPHALT SHOULDERS	60255500 MANHOLES TO BE ADJUSTED	67000400 ENGINEER'S FIELD OFFICE, TYPE A	67100100 MOBILIZATION
CODE No.	44000198	4810120	4820310	6025550	6700040	6710010

70100310   TRAFF	70100310 TRAFFIC CONTROL AND PROTECTION, STANDARD 701421	T SNW	_	-	
70106800 CHANG	70106800 CHANGEABLE MESSAGE SIGN	CAL MO	8	8	
70300400 SHORT	70300100 SHORT-TERM PAVEMENT MARKING	FOOT	24772	24772	
2010000					
70300220 TEMPORARY	RARY PAVEMENT MARKING-LINE 4"	FOOT	76600	76600	
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 CONTRACT NO.
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			CONSTRUCTIO	CONSTRUCTION TYPE CODE
			12/03 FED/ST	Y032-1F
				STI .
			0001	FIBER
		-		80/20 FED/ST
ITEM	LIND	Tot.QTY		

178300200 RAISED REFI ECTIVE PAVEMENT MARKER REMOVAL	EACH	628	628	
X 84042600 CONDUIT IN TRENCH 2" DIA PVC	FOOT	FOOT 2735.5		2735.5
X 84024350 CONDIIT PUSHED 3" DIA. PVC	FOOT	40		40
X 81100600 CONDUIT ATTACHED TO STRUCTURE, 2" DIA., GALVANIZED	FOOT	4		4
STEEL				

Page 3 of 5

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 CONTRACT NO.
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		CONSTRUCTIC	CONSTRUCTION TYPE CODE
		80/20 FED/ST	Y032-1F
			ПS
		0001	FIBER
UNIT	Tot.QTY		80/20 FED/ST
, EACH	1		1
EACH	-		-
FOOT	_		2735
5	1		
EACH	<u>,                                    </u>		-
CODE No.   ITEM   ITEM	EACH EACH EACH		1 1 1 1 1

X YO296959	X Y0226252 COMPLITER WORKSTATION	EACH	_		1
707070V					
X X0326253	X X0326253 I CD MONITOR	EACH	2		2
201010					
X0556100	X0556100 PARTIAL DEPTH PATCHING (SPECIAL)	Sayb	80	80	
201222					
CINIMON OCCORDA	SNIMOM	TINO	457	457	
1 145005100					
V V7000600	V V7000000 LIDETUANE DAVEMENT MADKING - I ETTERS AND SYMBOLS	SOFT	1232.4	1232.4	
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X0322729 MATERIAL TRANSFER DEVICE

(X)Specialty Item

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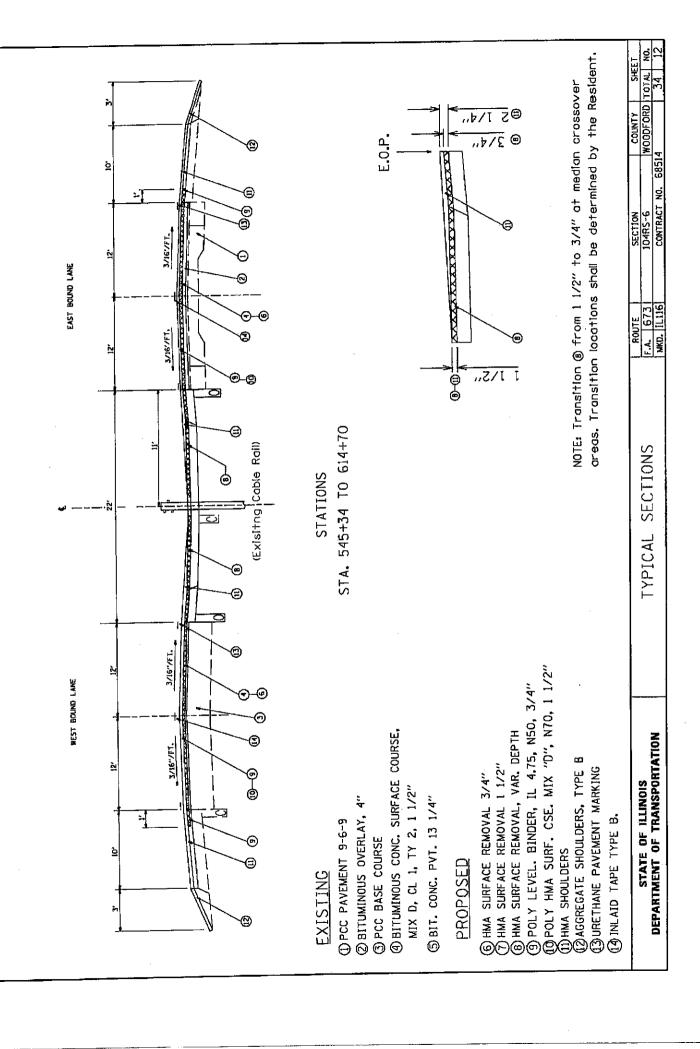
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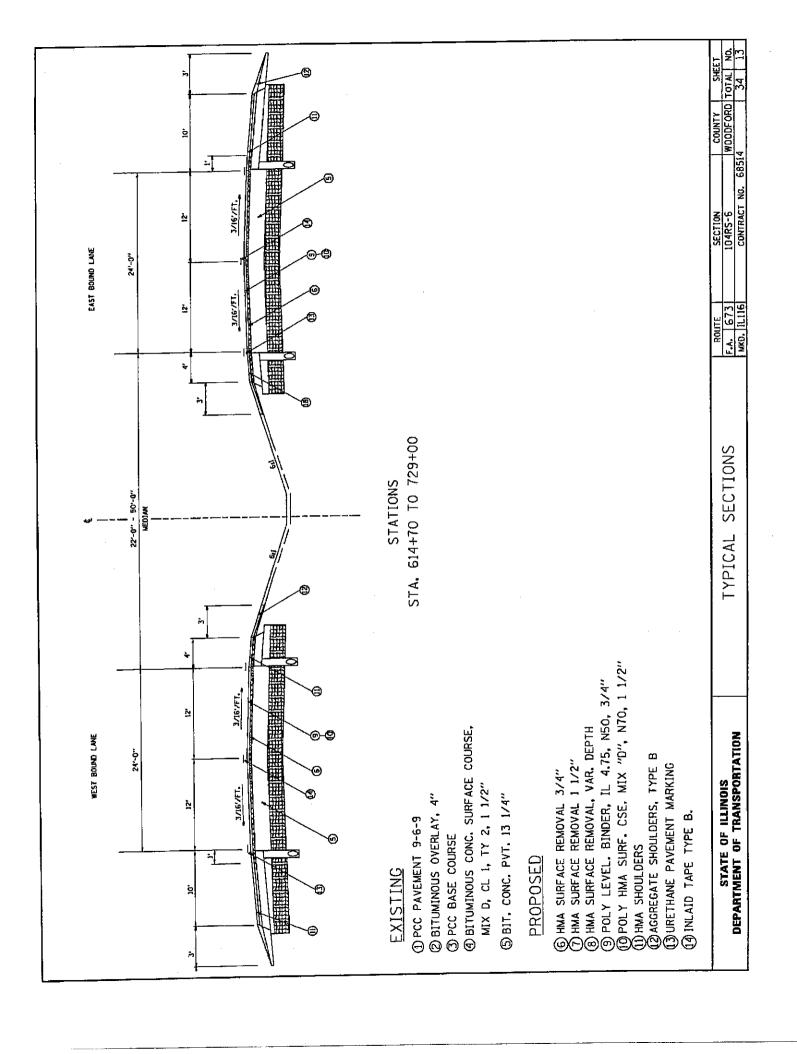
 CONTRACT NO.
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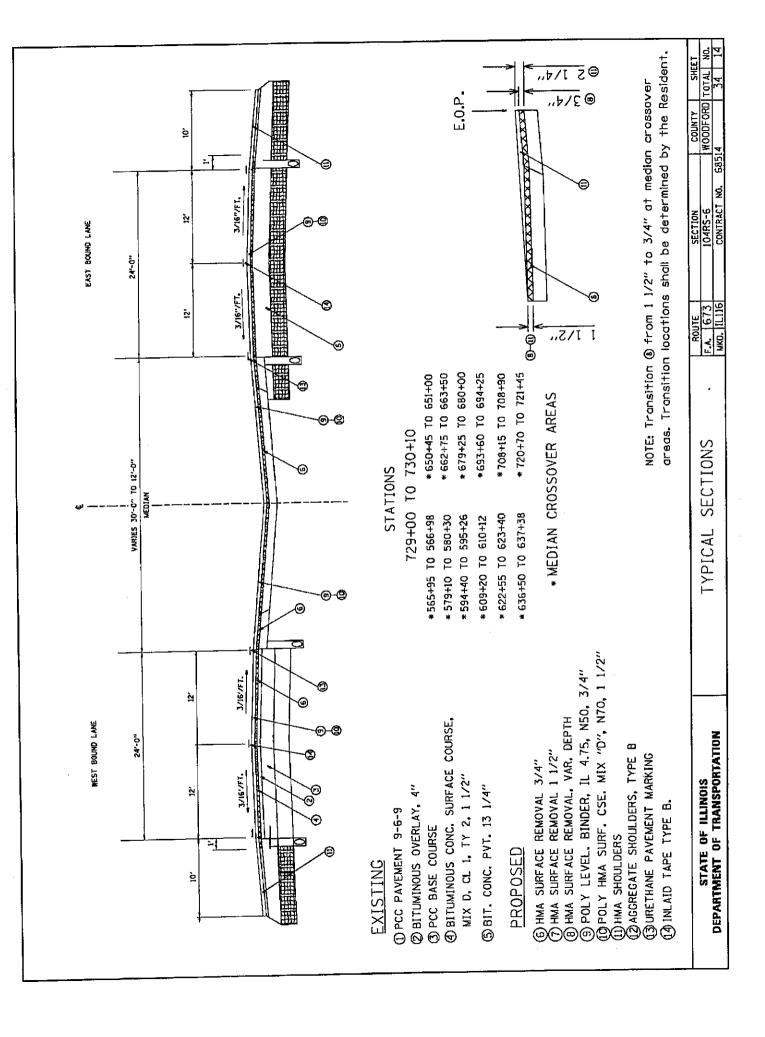
CONSTRUCTION TYPE CODE	Y032-1F	SII	FIBER	180/20 FED/ST
CONSTRUCTIC	80/20 FED/ST		0001	

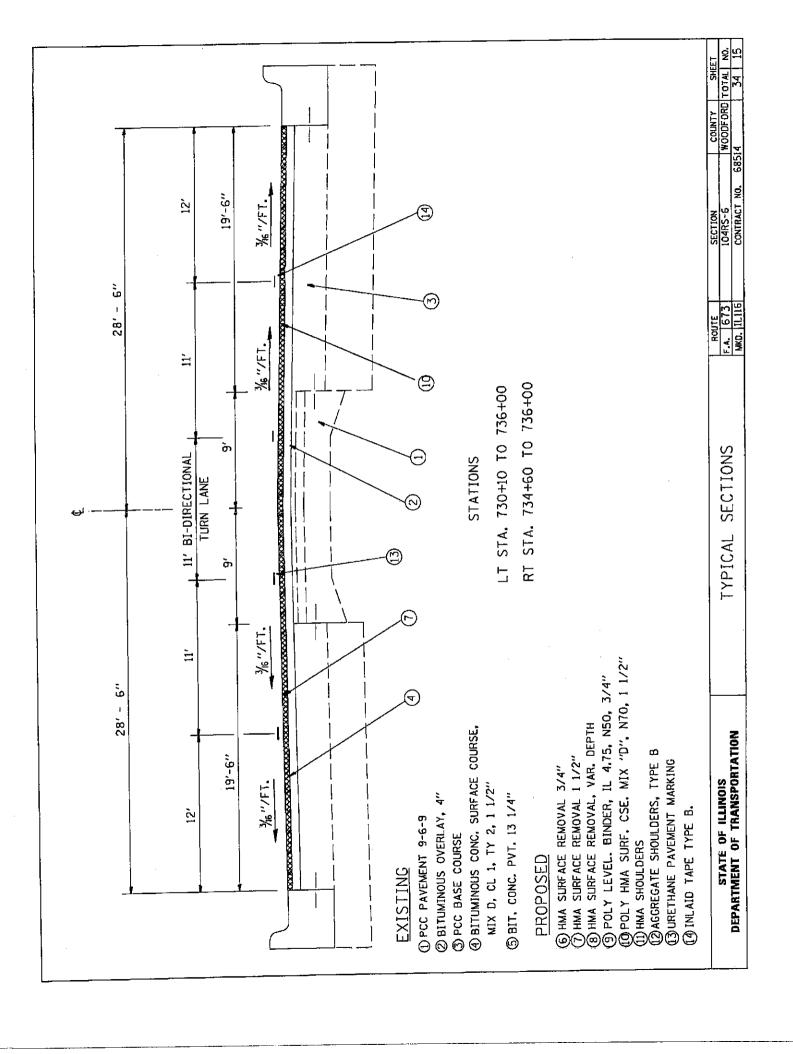
				00/07/00/00
CODE No	UNIT	UNIT Tot.QTY		
LIBETHANE PAVEMENT MARKI	F00T	76600	76600	
X X X 800640 URETHANE PAVEMENT MARKING - LINE 8"	FOOT	10833	10833	
			\$	
X X 7800650 LIRETHANE PAVEMENT MARKING - LINE 12"	FOOT	750	750	
X X 3 8 9 9 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	FOOT	72	72	
X   X8710070   FIBER OPTIC INTERCONNECT CENTER, 24 FIBER	EACH	2		2
			į	
X X8710024 FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, MM12F SM24F	FOOT	2882		2882
XZ013798 CONSTRUCTION STATION LAYOUT	T SUM	1	-	

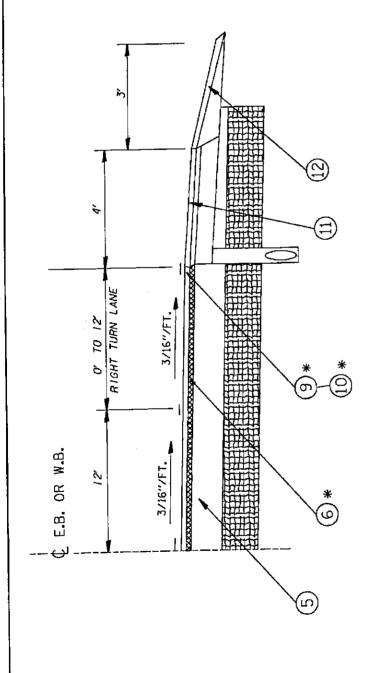
Page 5 of 5











## WITH ALL RT, TURN LANES TYPICAL SECTION

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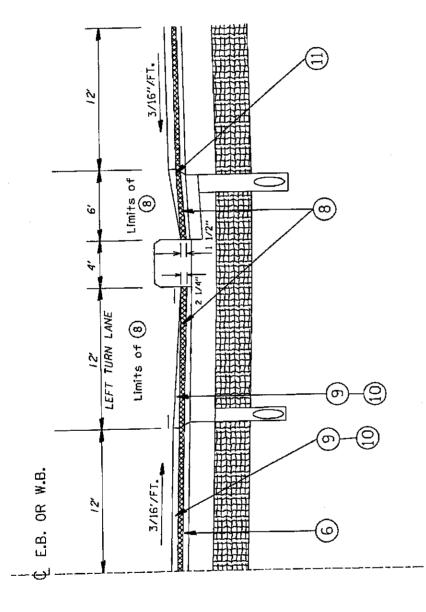
- (G) HMA SURFACE REMOVAL 3/4" (T) HMA SURFACE REMOVAL 1 1/2" (B) HMA SURFACE REMOVAL, VAR. DEPTH (G) POLY LEVEL. BINDER, IL 4.75, N50, 3/4"
- (O) POLY HMA SURF, CSE. MIX "D", N70, 1 1/2"
  (I) HMA SHOULDERS
  (2) AGGREGATE SHOULDERS, TYPE B
  (3) URETHANE PAVEMENT MARKING
  (3) INLAID TAPE TYPE B.

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

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565+27, 11	574+27.36	593+19,90	600+29, 73	608+63, 39	615+08, 12	644+72, 73	648+51	668+58,91	692+93	700+01.56	727+09.02
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560+92, 11	568+12.36	587+04,90	595+94, 73	604+28, 39	610+73, 12	638+57, 73	644+16	664+16.91	688+58	695+66, 56	722+74.02
STA.	STA.	STA	STA.	STA.	STA.	STA.	STA.	STA.	STA.	STA.	STA.
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## TYPICAL SECTION

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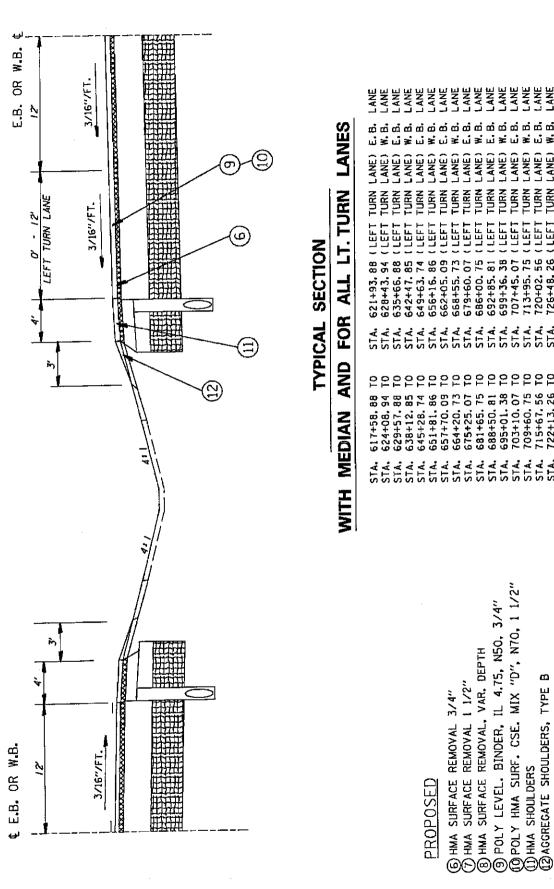
## (6) HMA SURFACE REMOVAL 3/4" (7) HMA SURFACE REMOVAL 11/2" (8) HMA SURFACE REMOVAL, VAR. DEPTH (9) POLY LEVEL. BINDER, IL 4.75, N50, 3/4" (10) POLY HMA SURF. CSE. MIX "D", N70, 1 1/2" (11) HMA SHOULDERS (2) AGGREGATE SHOULDERS, TYPE B DURETHANE PAVEMENT MARKING (4) INLAID TAPE TYPE B.

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	624+08,94	01		628+43,94	(LEFT	TURN	LANE)	¥. B.	LAN
	629+57,88	2		635+66, 88	(LEFT	TURN	(ANE)	е В	LAN
	638+12,85	ဥ		642+47.85	(LEFT	TURN	LANE)	¥. B.	Z
	645+2B. 74	알		649+63, 74	( LEFT	TURN	LANE)	т в	LAN
	651+81,86	10		656+16,86	( LEFT	TURN	LANE)		LAN
	657+70.09	Ţ		662+05,09	(LEFT	TURN	LANE)	<b>ന്</b> ധി	LAN
	664+20, 73	으		668+55, 73	(LEFT	TURN	LANE)		LAN
	675+25,07	10		679+60.07	(LEFT	TURN	LANE)	щ 8	LAN
	681+65, 75	2		686+00, 75	(LEFT	TURK	LANE)	e B	Y
STA.	688+50,81	ဥ	STA.	692+85.81	(LEFT	TURN	LANE)	щ Ю	LAP
	695+01, 38	2		699+36, 3B	( LEFT	TURN	LANE)	¥. B	LA
	703+10.07	5		707+45.07	( LEFT	TURN	LANE)	т .в	LAN
	709+60, 75	10		713+95.75	(LEFT	TURN	LANE)	e Be	LA
	715+67, 56	2		720+02, 56	( LEFT	TURN	LANE)	m B	LAN
	722+13, 26	0 <u>1</u>		726+48, 26	(LEFT	T SN	LANE)	m ≆	*

© HMA SURFACE REMOVAL 3/4"
(7) HMA SURFACE REMOVAL 11/2"
(8) HMA SURFACE REMOVAL, VAR. DEPTH
(9) POLY LEVEL. BINDER, IL 4.75, N50, 3/4"
(10) POLY HMA SURF. CSE. MIX "D", N70, 1 1/2"
(11) HMA SHOULDERS
(2) AGGRECATE SHOULDERS, TYPE B
(3) URETHANE PAVEMENT MARKING

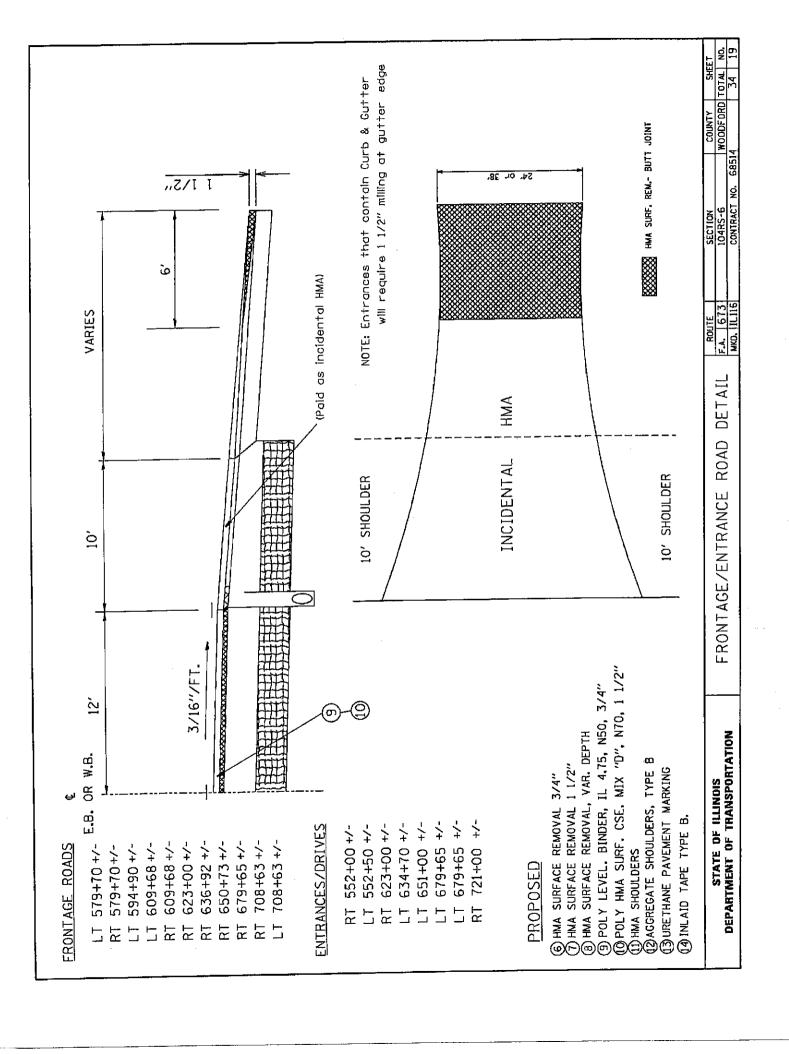
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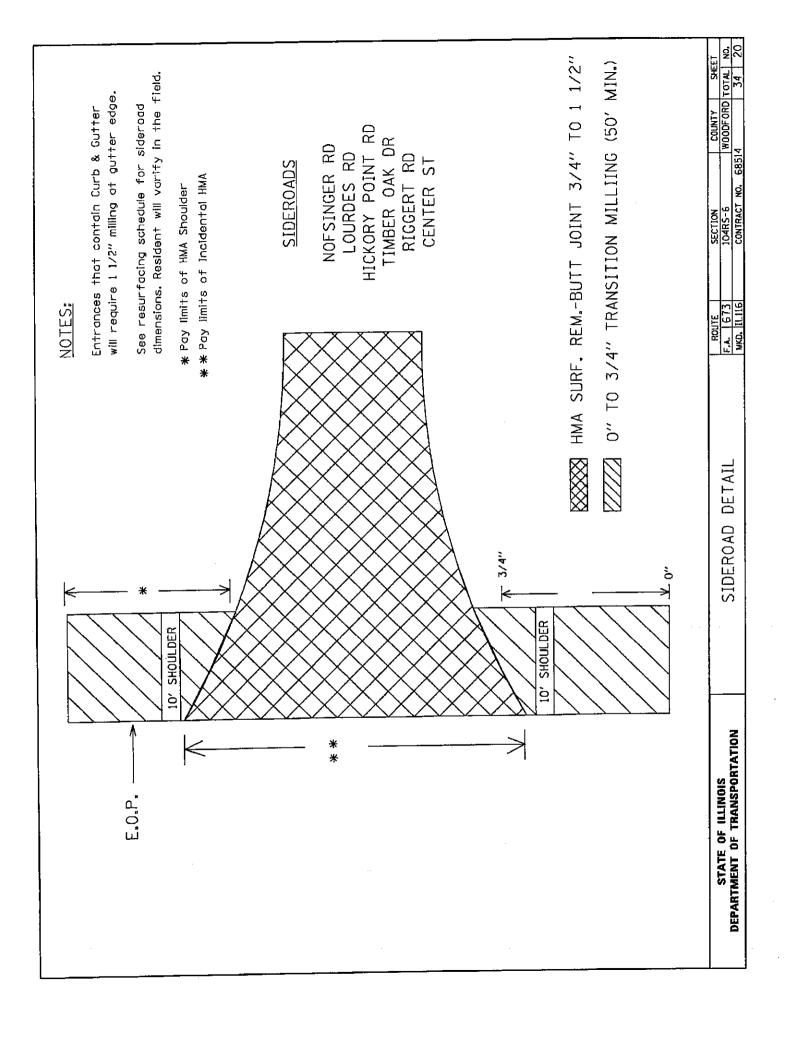
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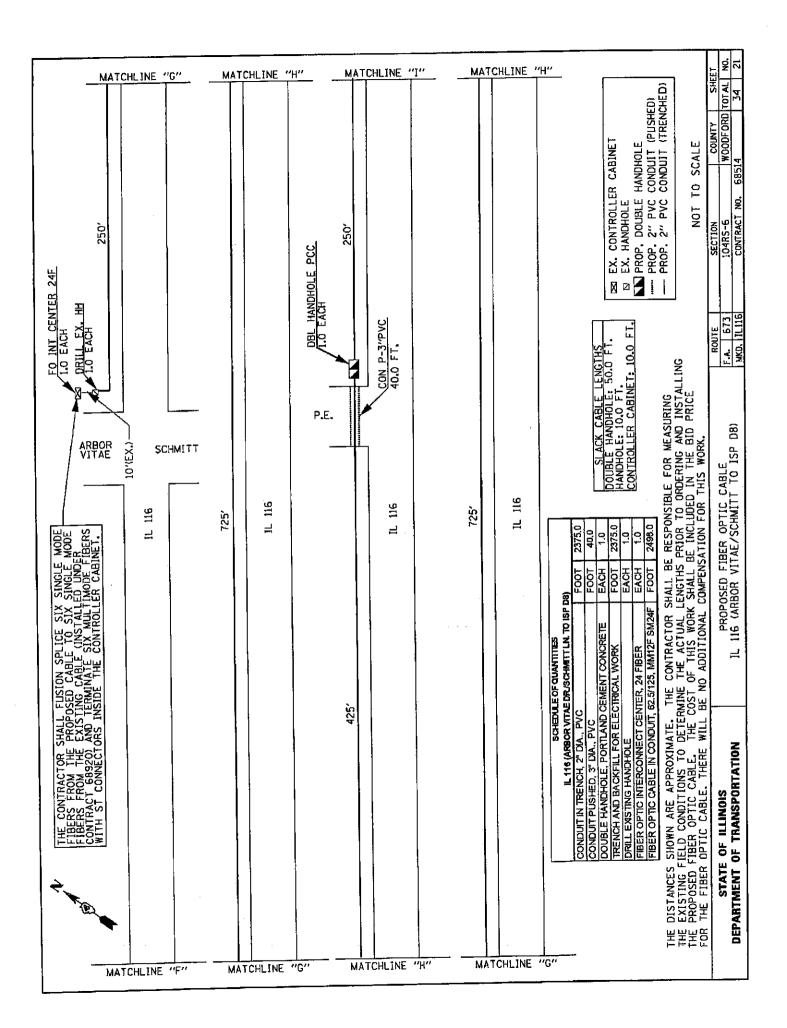
(4) INLAID TAPE TYPE B.

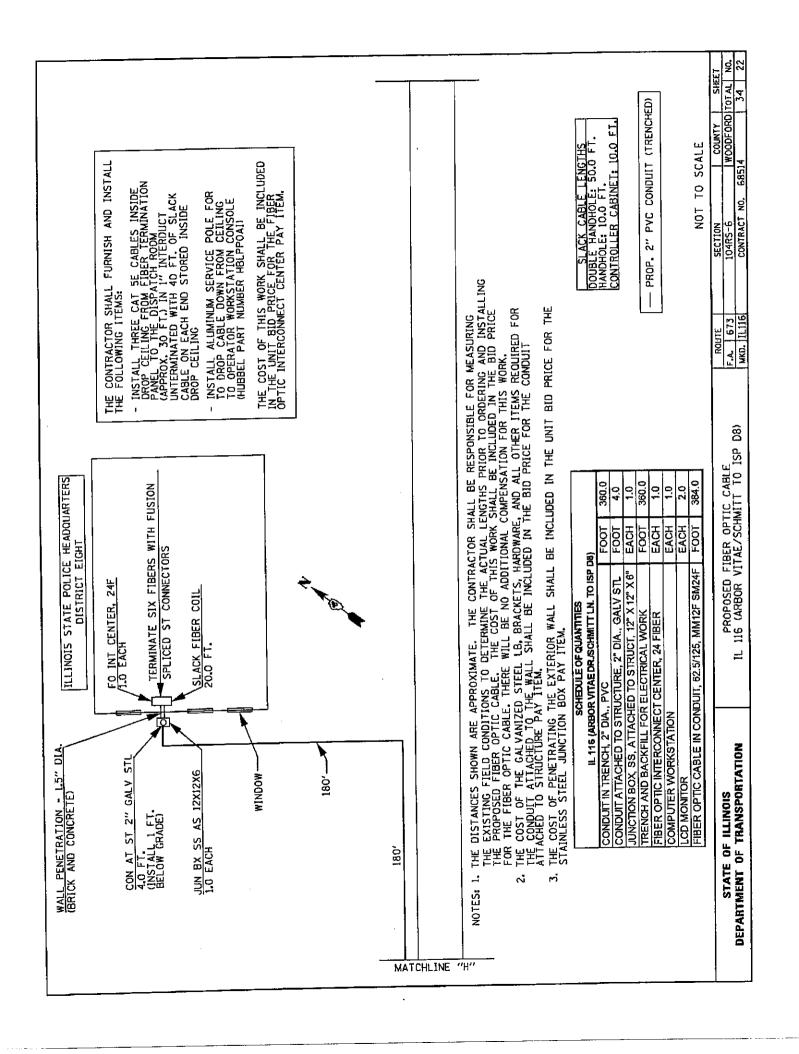
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						RESURFACI	RESURFACING SCHEDULE	W.					
				BIT. MATLS	AGGREGATE	HMA SURF.	HMA SURF.	HIMA SURF.	POLY HMA	POLY HMA	HMA	INCIDENTAL	HMA SURF REM
	LENGTH	WIDTH	AREA	PRIMECOAT	PRIMECOAT	REM. 24"	REM. 1 12"	REM. VAR.	SURF 15"	CVL BND	SHOULDER	HMA SURF	BUTT JOINTS
NOTACO		E	ay ps	NO1	TON	SO YD		SQ YD	TON	NOT	TON	TON	SQ YD
TO THE PARTY OF TH	; ;	g	283.3	41.0	6:20				13.4	7.0	11.2		293.3
20 + 202 of 40 + 202	ž	æ	19859.7	9.24	39.72	11283.3		4613.3	909.9	473.9	758.2		
00 1000 PI 40 1000	25	446	A CHEA	F C	2.70	945.6			48.1	38,5	38.5	58.8	
565+85 to 566+88	3 5	2	440007	n E	07.62	6733 3		2693.9	543.0	282.8	452.5		
566+98 to 579+10	72.7	2 ;	1000	7	2 45	10867			8	44.8	44.8	33,6	
579+10 to 580+30	128	118	15/3.3	7.5	214	11000		2422.2	634.7	328.0	79C5		
580+30 to 594+40	240	88	13786.7	6.42	77.2/	/835.5		0,55,0	7-100	77446	- 6		
594+40 to 595+26	88	118	1127.8	0.51	2.26	764.4			38.5	32.1	1.25	24.1	
585+26 to 609+20	1384	88	13630.2	6.34	27.26	7744.4		3097.8	624.5	325.3	520.4		
400 to 600 112	26	118	1208.2	0,54	2.41	817.8			41,2	34.3	34,3	25.6	
000 142 44 654 170	137	5	44782	2.08	96.89	2544.4		1017.8	205.2	106.9	171.0		
20 - 20 - 20 - 20 - 20 - 20 - 20 - 20 -	ķ		6878.9	3.15	13.28	5058.9			351.7	183.2	205.1		
64 + 770 OI 07 + 419	8 8	3 3	4004	970	2.00	831.1			38.1	31,7	22.2	23.8	
044-55 to 655-490	3 5	F	110.62 2	5.26	22.72	8442.2			596.9	305.7	342.3		
VG + 050 O1 VP+ 820	2	4	A 8000	200	70.6	7.088			39.4	32.9	23.0	24.6	
638 + bd to 64/ + 38	8 5	\$	44006.4	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	2367	R427.9			585.5	305.0	341.6		
637+38 to 650+46	300	8 8	E47.9	200	1.30	597.8			24.6	20.5	74.4	15.4	
65(1+45 to 651+00	R E	3 5	2022 2	133	19.84	7572.2			526.4	274.2	307.1		
67 + 200 on no + 100	F 1	e i	888	0.40	137	733.3			33,6	28.0	19.6	21.0	
36-1000 00 01-200	45.75	ř	13300.0	6,33	28.80	10150.0	_		705.6	3/2/2	411.6		
00 T 088 T 4 SC 1 SC 2	ķ	ş	8873.3	0.40	1.77	733.3			33.6	28.0	19.6	21.0	
00 - 000 - 000 - 000	200	ř	1.484.4	2.46	22.97	8764.4			609,3	317.3	355.4		
W-150 00 W-150	202	ş	355.	46.0	153	635.6			28.1	24.3	77.0	18.2	
693 + 60 TO 664 + 420	Da ct	3 2	44797 8	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	23.48	8857.8			622.7	824.3	363,3		
21 + 407 O1 57 + 400	<u> </u>	ş	002.3	97.0	177	733.3			33.6	28.0	19.6	21.0	
METAN THE	73 150	92	77830	3.70	15.57	5939.7			412.9	215.1	240.9		
742 FA 738H to 720+70	75.27	76	1817.8	0.86	3.64	1387.3			96.4	50.2	56.3		
720 47 07 1445	15	ğ	883.3	0.40	1,77	733.3			33.5	29.0	19.6	21.0	
721-45 to 728+00	128	92	6375.6	3.03	12.75	4865.6			338.2	176.2	197.3		
720 + 00 + 00 T20 + R0	8	8	533.3	0.26	1.07	533.3			44.B	22.4	20.9		
729 + 80 to 780 + 10	8	8	286.7	0.13	0.53	-			18.8	8,4	<b>40</b>		266.7
730+10 to 734+60	450	20	3500,0	1.40	2,00		3500.0		2520		2	-	
734+60 to 735+35	75	25	475.0	61.0	0.95		475.0		39.9		-	+	-
735+35 to 735+61,388K	16.38	57	103.7	D.04	0.21		103,7		8.7			-	
785 + 85.31AH to 736 + 00	14.69	57	93.0	0.04	0.19		93.0		7.8			1	-
1 HOAG	PAGE 1 TOTALS			86,70	344.52	115595.8	4171.8	14455.6	8576.7	4445,3	5633.7	278.3	280.0
BOC	JOB TOTALS			66	420	124,197	4,172	19,824	9,516	4,914	5,992	2,503	14,818

SCHEDULE OF QUANTITIES

SECTION COUNTY SHEET 104RS-6 WOODF OND TOTAL NO. CONTRACT NO. 68514 34 23 F.A. 673 MKD. 1L116

STATE OF ILLINDIS DEPARTMENT OF TRANSPORTATION

			470	BIT, MATLS	AGGREGATE	HMA SURF.	HIMA SURE.	HMA SURF. REM. VAR.	POLY HWA SURF 1.5"	POLY HMA	HMA	INCIDENTAL HMA SURF	HMA SURF REM
	LENGIH MIDIN	ш	APPER	rumecon	- Vinter		DECLIGRACING SCHEDLIFE	SCHEDILLE	CONTINUED				
RT TURN LANES	-	-	0.000	1	911.0	0.090			24.4	12.2	28.4		
EB 560+92 to 565+27	╀	<u> </u>	2000	2	0.00	430.0			775	17.2	40.2		
EB 587+04 to 593+19	╁	2 2	200	4,0	1000 2000	280.0			24.4	12.2	28.4		
EB 604+26 to 608+63	╁		200	2 4	0.80	4100			34.4	17.2	40.2		
EB 638+57 to 644+72	+	2 6	7.70	7	900	207.7			24.8	12.4	28.9		
EB 664+16 to 668+58	t	1 1	, ,	2 4	010	o uec			776	12.2	786		
EB 695+66 to 700+01	$^{+}$	7	290.0	U.T.	0.56	440.0			36.4	77.2	707		
WB 568+12 to 574+27	╁	27	410.0	0.21	70'0	0.014				4.5			
WB 595+94 to 600+29	387	0-12	200	0.15	0.58	280.0			24.4	12.2	182		
WE 610+73 to 615+06	435	0-12	290.0	0.15	0.58	280.0			24.4	12.2	78,4		
WB 644+16 to 648+51		0-12	290.0	0.75	0.58	290.0			24.4	12.2	28.4		
VAR 658 + 58 to 602 + 93	-	0-12	290.0	0.15	0,58	290.0			24.4	12.2	28.4		
WR 722+74 to 727+09	$\vdash$	27.7	299.0	0.15	0,58	290.0			21.4	12.2	28.4		
Triber   AMERICAN madian	-	_											
EB 250+75 +0 565+01	eris	27	410.0	0.21	0,62			410,0	34.4	17.2			
00 1 10 10 10 10 10 10 10 10 10 10 10 10	╁	5	2007	81.0	92.0			290.0	777	12.2			
CD 101-10 VO 201-100	2 45	\$	2000	1,0	9.59			280.0	24.4	12.2			
EB 588 + 64 to 593 + 19	+	3 5	200	2 4	826			280.0	24.4	12.2			
EB 604+68 to 609+23	╁	21.0	2002	200	82.5			0.000	24.4	12.2			
WB 567+37 to 571+72	+	Ĭ	700	2 :	2			200	7 30				
WB 580+31 to 584+66	+	5	280.0	0.15	6.58			0.00	***	7			
WB 595+55 to 601+70	919	<u>1</u> 2	410.0	2.0	0.82			410.0	54.4	17.2			
WB 610+10 to 614+45	435	0-12	290,0	0.15	0,58			280,0	24.4	12.2			
LT TURN LANES(grees medlen)									-				
EB 617+68 to 621+93	436	21-7	290.0	0.15	0.58	290.0			24.4	12.2	16.2		
EB 629+57 to 635+66	609	0-12	406.0	0.21	0.81	406.0			24.1	17.7	22.7		
EB 645+28 to 649+63	435	0-12	290.0	31,0	0,58	290.0			24.4	12.2	16.2		;
EB 567+70 to 662+05	435	0-12	290.0	0.15	0.58	290.0			24.4	12.2	15.2	-	
EB 675+25 to 679+60	435	0-12	290.0	0.15	0.58	290.0			24.4	12.2	16.2		
EB 688+50 to 692+85	435	0-12	280.0	0.15	0.58	290.0			24.4	12.2	16.2		l
EB 703+10 to 707+45	435	0-12	290.0	0.15	0.56	280.0			24.4	12.2	16.2		
EB 715+67 to 720+02	435	Q-12	290.0	0.15	0.58	290.0			24.4	12.2	16.2		
WB 624+08 to 628+43	435	0-12	290.0	0.15	0.59	290.0			24.4	12.2	16.2		
WB 638+12 to 642+47	435	0-12	290.0	0.15	0.58	230.0			24.4	12.2	16.2		
WB 651+81 to 656+16	435	0-12	290.0	0.15	0.58	290.0			24.4	12.2	16.2	-	
WB 664+20 to 668+55	435	0-12	290.0	0.15	0.58	290.0			24.4	12.2	16.2		
1	435	0-12	290.0	0.15	0,58	280.0			24.4	12.2	16.2		-
WE 695+01 to 699+36	435	0-12	290.0	0,15	0.58	290.0			24.4	12.2	16.2		
WB 709+60 to 713+95	435	0-12	290.0	0,15	0.58	230.0			24.4	12.2	16.2		
WB 722+13 to 726+48	435	4	290.0	0.15	0.58	280.0		3	24.4	12.2	16.2		
PAGE 2 TOTALS	OTALS			5,80	22.32	8600.7	0.0	2580.0	937.5	468.7	643.1	0.0	0.0
C 17447	F41 C			1	•	107 707	_				4 4 4	2000	-

STATE OF ILLINDIS DEPARTMENT OF TRANSPORTATION

SCHEDULE OF QUANTITIES

| ROUTE | SECTION | COUNTY | SHEET | F.A. | 673 | 104RS-6 | WOODFORD | TOTAL | NO. | | |

						RESURFACING	NG SCHEDULE						
		-		RIT MATLS	AGGREGATE	HMA SURF.	HMA SURF.	HMA SURF.	POLY HMA	POLY HMA	HMA	INCIDENTAL	HMA SURF REM
	HTGTH WIDTH	HLIGIM	AREA	PHIMECOAT			REM. 1 12-	REM. VAR.	SURF 1.5"	LVL BND	SHOULDER	HMA SURF	BUTT JOHNTS
SIDEROANCEONTAGE ROADS			1				RESURFACING	RESURFACING SCHEDULE CONTINUED	ONTINUED				
Ca Sacolio	191	163.5	2634.2	1.05	5.27							2713	2634.2
MOESINGER BD	240	200	3173.3	1.27	6.35							266.6	3173.3
CO THICK VOCATION	Ą	3	2400.0	0.96	4,60							201.6	2400.0
THE POINT TO	5 5	#15	1486.7	0.59	2.97							124.9	1486.7
IIMBER OAR HE	3 5	7.007	178.0	0.70	19.61							147.5	1756.9
N KIGGENI RO	9 6	207	240.7	0.13	0.63							26.5	316.7
S RIGGENT ND	3	5	2,010	200	4 22							177.8	2116,1
CENTER ST	2	2	211G.	6.0	1.5.0							1120	16.0
GERMANTOWN STORAGE RD	8	2	1333.3	0.53	/677								
FRONTAGE ROADS					\$ 6							28.8	18.0
Lt 579+70	8	¥.	343.3	# in	49'0							0 00	e at
Rt 579+70	3	VAR	343.3	0.14	690							9.07	area.
Lt 594+90	8	HVA	498.9	0.20	1.00							41.9	29.3
14 609+68	ş	YA.	2130.0	0.85	4,26							178.8	25.3
89 + 803 + 84	86	×	2130.0	0.85	4,28							178.9	25,3
D+ 623+00	5	VAR	350,0	7.0	0.70							29.4	25.3
D+ 62 + 62	5	VAR	350.0	7.0	0.70							29.4	25.3
B+ 650+73	140	VAR	2045.6	0.82	4.09		-					171.8	25.3
14 675 +U	55	VAR	305.6	0.12	0.61							25.7	25.3
P+ 2001 +63	202	VAR	300.0	0.12	0.80							25.2	16.0
14 - 204 - 11	28	VAR	300.0	0.12	0.60							25.2	16.0
ENTRANCEMBINES													
0+ EE0 TO	ទួ	VAR	300.0	0.12	0.60							25.2	16.0
1+ 552 + 50	2	NA.	300.0	0.12	09'0							25.2	16.0
# 623+B0	8	VAR	305.6	0.12	0.61							25.7	16.0
1+ 424+70	S	YAS	305.6	0.12	0.61							25.7	16.0
1+ 651+100	8	¥.	316.7	0.13	0.63							26.6	16.0
1+ 679+65	28	VAR	305,6	0.12	0.61		-					25.7	16.0
Rt 721+00	25	VAR	333.9	0.13	79'0						-	28.0	16.0
GUTTERTRANSITION AREAS													
Rt 657+40 to 865+53	813	2	903.3				-	903.3					
Lt 617+43 to 627+58	1915	2	1127.8					1127.8					
Sideroade(7 locations)	8	2	#1.1					777.8			-285.0		
PAGE 3 TOTALS	TOTALS			10,59	52.96	0.0	0.0	2808.9	0:0	0.0	-285.0	2224.4	14253.3
JOB TOTALS	TALS			2.6	420	124,197	4,172	18,824	9,516	4,914	5,982	2,503	14,813

SCHEDULE OF QUANTITIES

ROUTE F.A. 673 MKD, IL116

STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION

	SO YD	992	31,6	93.1	151
Temporary Ramp	LOCATION	Rt & Lt 545+34	Rt & Lt 736+00	SIDEHOADS	TOTAL

ر. 14 B	TON	1366	1,366
Aggregate Shoulders TV B	LOCATION	Lt & Rt 545+34 to 734+60	TOTAL

sted	EACH	1	-
Be Adju			
Manholas To Be Adjusted	OCATION	Rt 552+00	TOTAL
Mant	)T	Æ	

Markers	EACH		18	610	628	
Raised Reflective Pavement Markers	LOCATION	Br & Lt 545+34 to 736+00	Amber	Crystal	TOTAL	

	Removal	EACH	629	
•	Marker		_	
	Raised Roflective Pavement Marker Removal	NOL	Rt & Lt 545+34 to 736+00	
	Reflective	LOCATION	R Lt 545+3	
	Haised		Æ	

Preformed Plastic Pavement Marking Line 6"

FEET

9560 9,560

Rt & Lt 545+34 to 738+00 TOTAL LOCATION

darking.	FOOT	24,772	24,772
Short-Term Pavement Marking	LOCATION	Rt & Lt 545+34 to 736+00	TOTAL

1		ı		
	Marking	FOOT	24,772	24,772
	Pavement A		to 736+00	
	rt-Term P	LOCATION	545+34 to 736+00	TOTAL

Work Cone ravament marking removas LOCATION SQ FT TOTAL 2307  Material Transfer Device						
Work Cond Pavament Marki LOCATION Rt & Lt 545+34 to 735+00 TOTAL TOTAL Material Transfer De	ng nemovar	SO FT	2307	2,307	wice	101
	Work Cone Pavement Markin	LOCATION	Rt & Lt 545+34 to 735+00	TOTAL	Material Transfer De	

wice	TON	9516	9,516
Material Transfer Device	LOCATION	Rt & Lt 545+34 to 736+00	TOTAL

Traffic Control & Protection Standard 701421

LOCATION

Jobsite

L SUM

	L SUM	1	ı	
Mobilization	LOCATION	JOBSITE	TOTAL	

CAL MO

Engineer's Field Office Type A

LOCATION JOBSITE

TOTAL

trip	EACH	•	+
Constructing Test Strip	LOCATION	JOBSITE	TOTAL

	UNIT	457	457	
MOWING	LOCATION	Rt & Lt 614+70 to 729+00	TOTAL	

ssage Sign	CAL MO	8	80
Changeable Message Sign	LOCATION	Jobsite	TOTAL

: ITFINOIS	TRANSPORTATION
9	늉
STATE	DEPARTMENT

텵	ROUTE	SECTION	COLNIA	ZEE	ų
Ą	673	104RS-6	WOODFORD	TOTAL	NO.
MKD.	11116	CONTRACT NO. 68514		34	26

	Urethane	Pavement !	Urethane Pavement Marking Line				
	Temporthy	Pavement	Temporary Pavement Marking Line				
	YELLOW	WHITE	WHITE	WHITE	YELLOW	WHITE	LETTER &
	.,	*	80	.25	12"	78.	SYMBOLS
LOCATION		FEET	FEET	FEET	FEET	FEET	SQ FT
TO SEE TO SEE THE PERSON OF TH	30,600	37.000	10.833	900	150	•	1232.4
N & LI 340+34 W 730+W						72	
AIN SPEED LOWES	39600	37000	10833	009	150	72	1232.4
TOTAL	76.600		10,833	Н	750	72	1,232.4

	TYPE II	SO VS		98	\$
atching	2	NO. OF PATCHES		10	a a
Partial Depth Patching		LOCATION	West Bound Lane	Hickory Point Rd to Lourder Rd	GRAND TOTAL

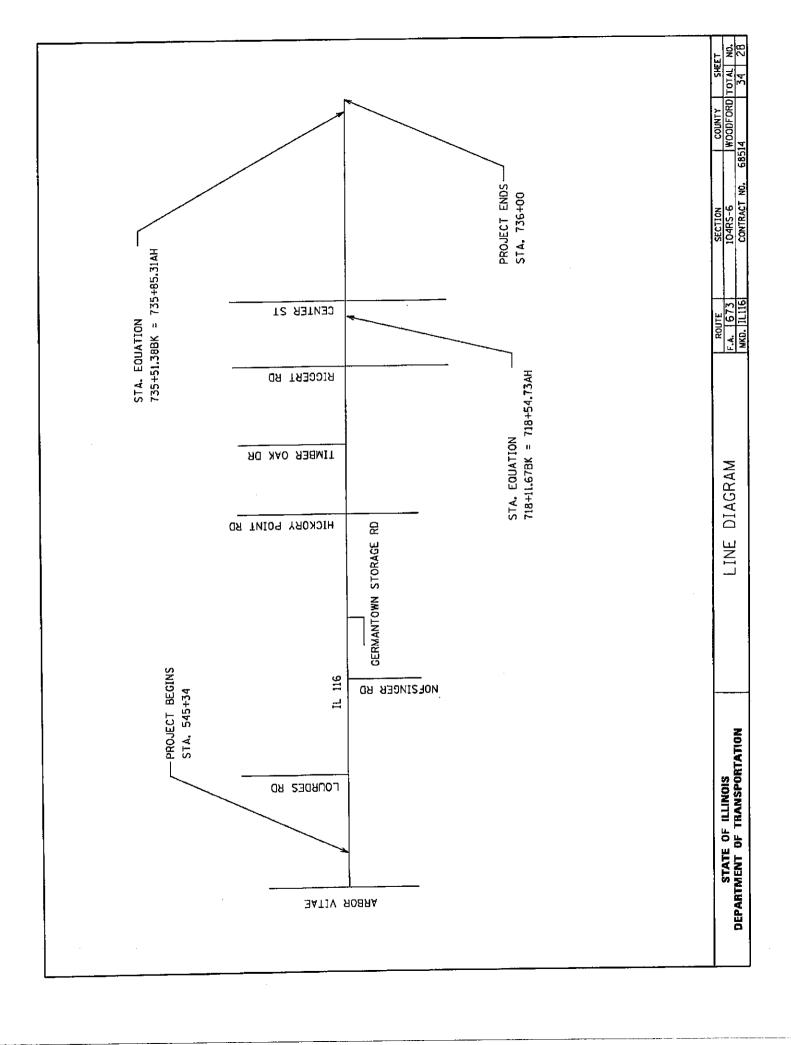
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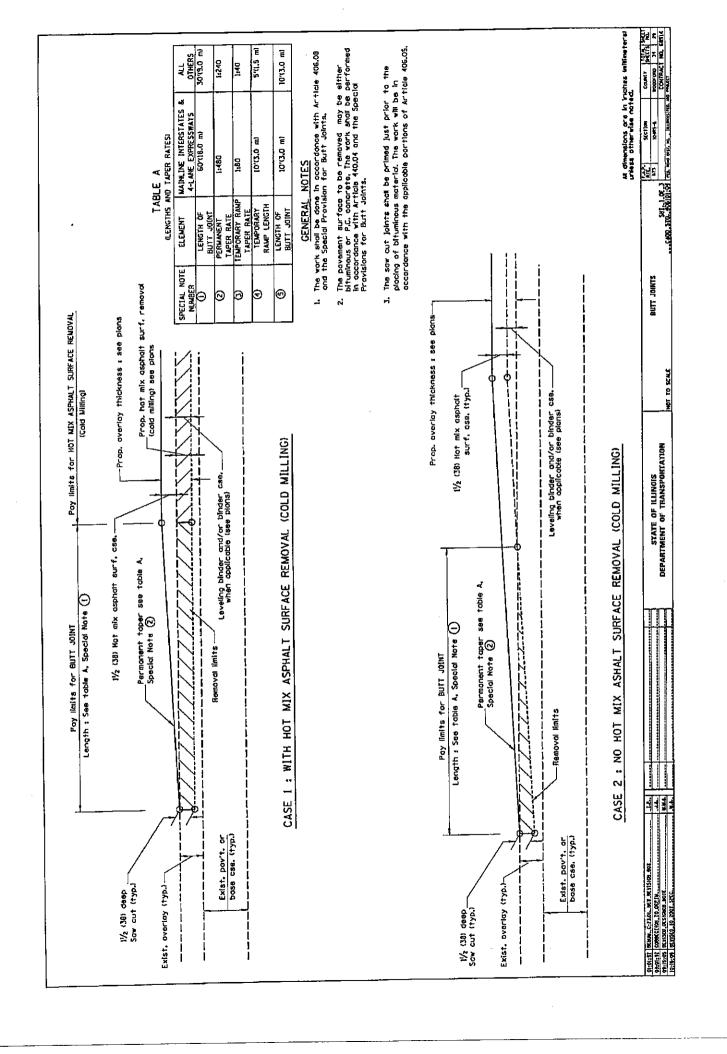
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

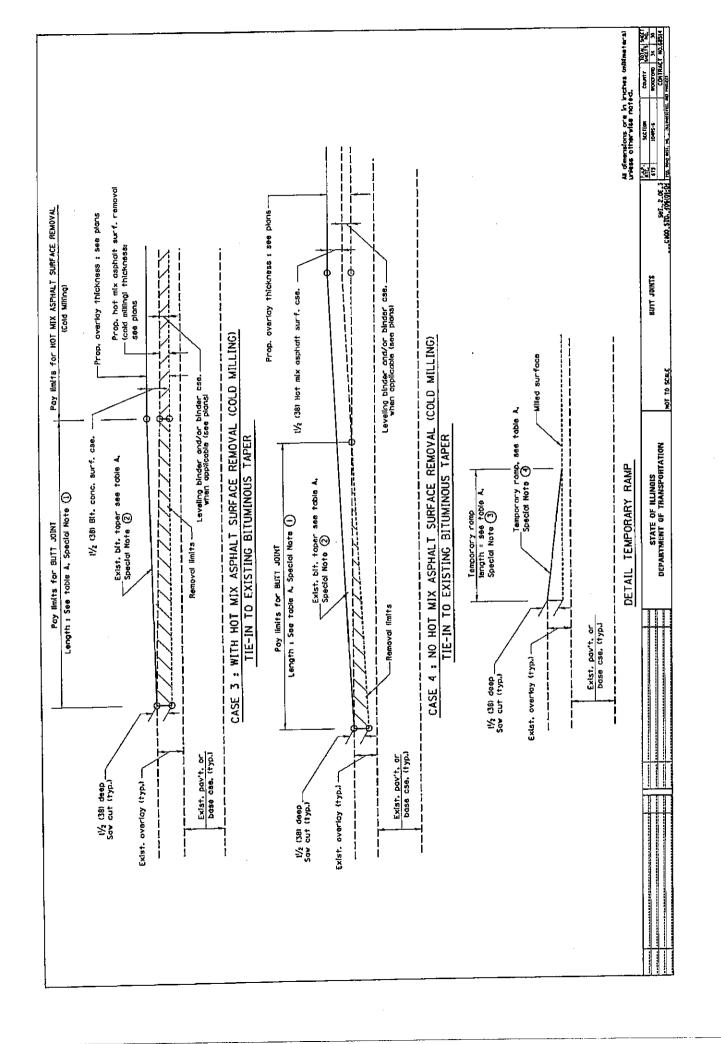
COUNTY SHEET
WOODFORD TOTAL NO.
3514 34 27

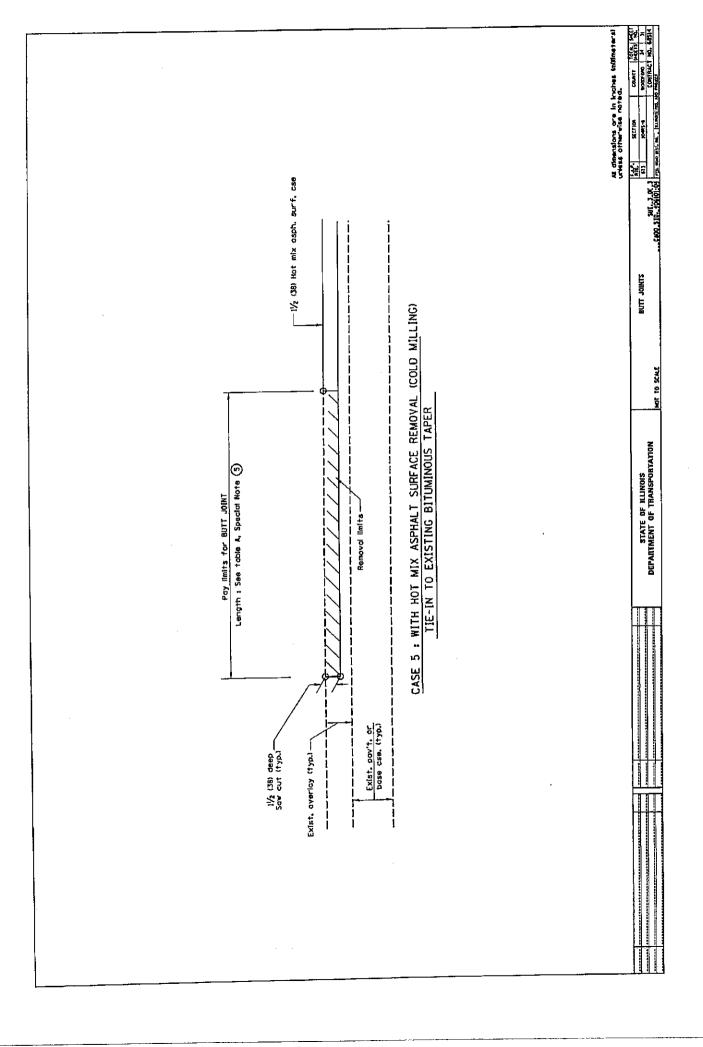
SECTION 104RS-6 CONTRACT NO. 68514

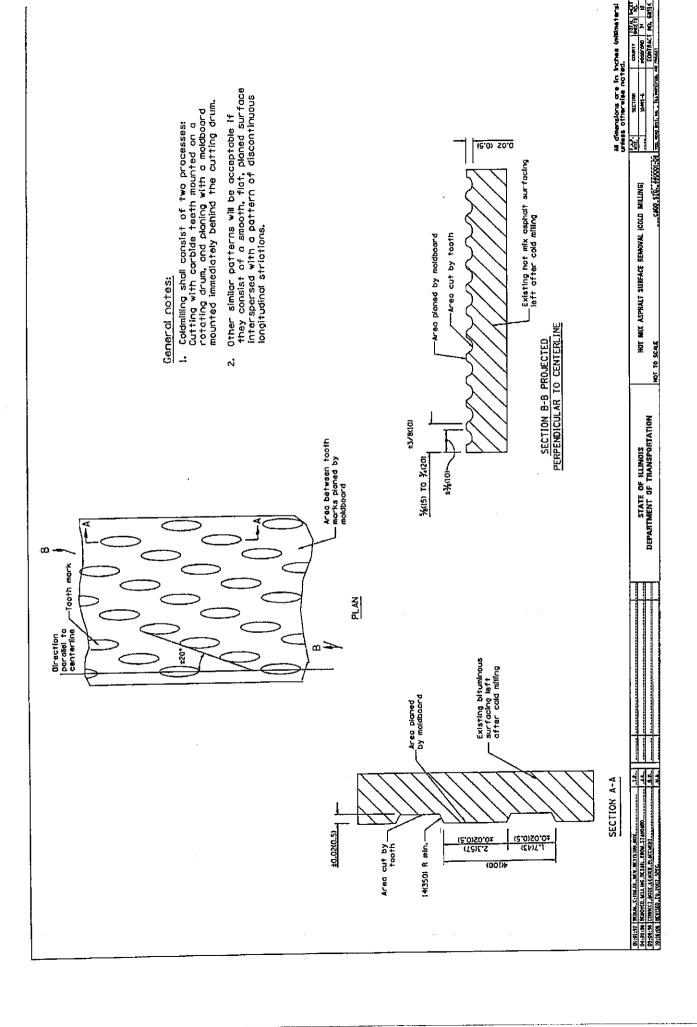
F.A. 673 MKD. IL116

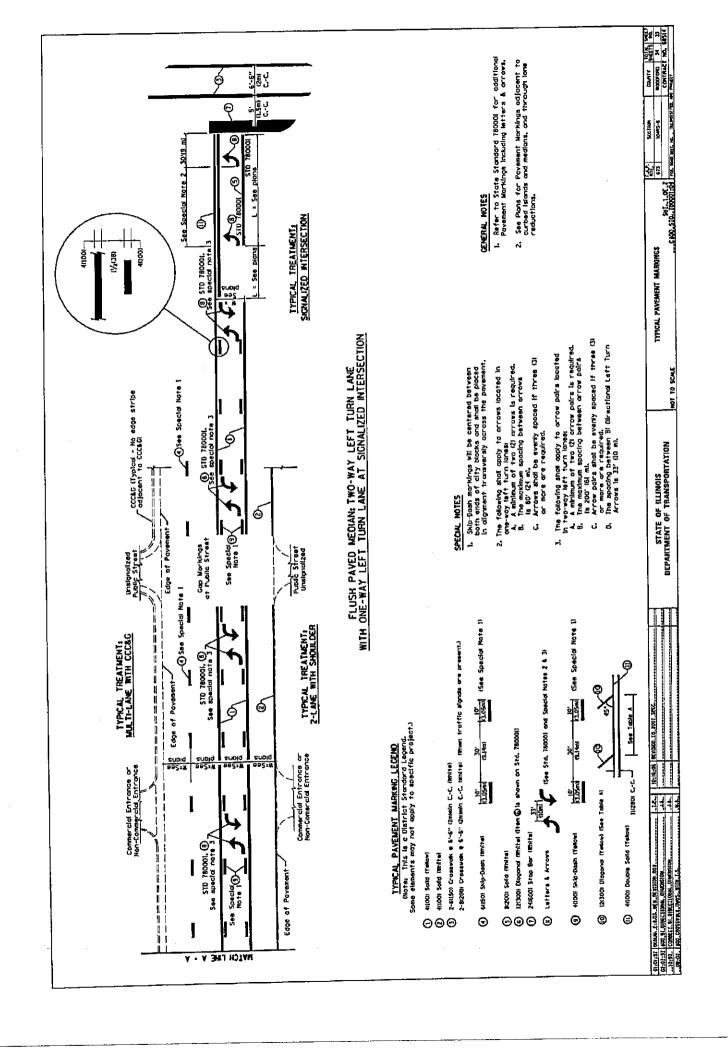


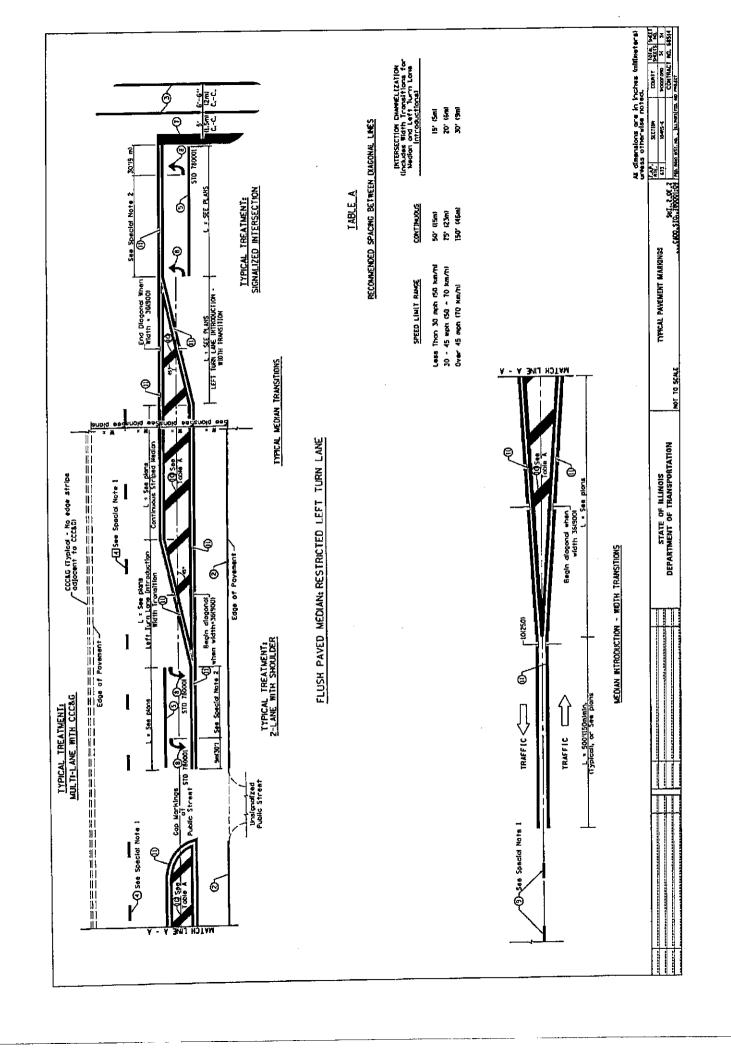












### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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### **ATTACHMENTS**

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

### I. GENERAL

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

territory of the United States (except for employment preference for

Appalachian contracts, when applicable, as specified in Attachment

A), or

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,
  - ning,
    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:

 $\mbox{\bf a.}\mbox{ }$  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.

### 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 contractor and subcontractor shall remain, 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:

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

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the

prospective primary participant to furnish a certification or an

this transaction.

explanation shall disqualify such a person from participation in

- **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
- 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

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

and in all solicitations for lower tier covered transactions.

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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### 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)

- ${\bf a}.$  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 <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

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.