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 124) 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. This does not apply to Small Business Set-Asides.

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. This does not apply to Small Business Set-Asides.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) 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 http://www.dot.il.gov/desenv/delett.html before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda Questions may be directed to the Plans and 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

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

Proposal Submitted By

93

Name

Address

City

Letting April 29, 2011

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. This does not apply to Small Business Set-Asides.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 64G76 ROCK ISLAND County Section (110,111)RS-3 Route FAP 308 Project NHF-0308(037) District 2 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Plans included Herein

Prepared by

Checked by Printed by authority of the State of Illinois)

F

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. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the <u>State Required Ethical</u> <u>Standards Governing Subcontractors</u> to be signed and incorporated into all subcontracts.

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</u> <u>B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124) and submit an original Affidavit of Availability (BC 57)</u>. This does not apply to Small Business Set-Asides.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "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 a 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

1. Proposal of ______

Taxpayer Identification Number (Mandatory)

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

Contract No. 64G76 ROCK ISLAND County Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 District 2 Construction Funds

Milling, pavement patching, HMA surface and striping on IL Route 84 from 1.1 miles south of the Whiteside County line to 20th Street (Frontage Road) in Rapids City.

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

BD 353A (Rev. 12/2005)

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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 E	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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. The services of a subcontractor will or may be used.

Check	box	Yes	
Check	box	No	

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

10. **EXECUTION OF CONTRACT**: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer or the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

C-92-049-11 State Job # -PPS NBR -2-15390-0000 County Name -ROCK ISLAND- -Code -161 - -2 - -District -Section Number -(110,111)RS-3

Project Number NHF-0308/037/

Route

FAP 308

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X2800400	PERIMETER EROS BAR SP	FOOT	555.000				
X4401198	HMA SURF REM VAR DP	SQ YD	2,600.000				
X6062700	CONC GUTTER TA SPL	FOOT	150.000				
X6300130	SPBGR TY A SPL	FOOT	100.000				
Z0013798	CONSTRUCTION LAYOUT	LSUM	1.000				
Z0014800	CULVERT TO BE CLEANED	FOOT	150.000				
Z0028415	GEOTECHNICAL REINF	SQ YD	75.000				
Z0028700	GRAN SUBGRADE REPL	CU YD	13.000				
Z0034105	MATL TRANSFER DEVICE	TON	30,313.000				
Z0040315	PILOT CAR	DAY	10.000				
Z0048665	RR PROT LIABILITY INS	LSUM	1.000				
20100110	TREE REMOV 6-15	UNIT	40.000				
20100210	TREE REMOV OVER 15	UNIT	476.000				
20400800	FURNISHED EXCAVATION	CU YD	343.000				
21400100	GRADING & SHAP DITCH	FOOT	275.000				

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C-92-049-11 State Job # -PPS NBR -2-15390-0000 County Name -ROCK ISLAND- -Code -161 - -2 - -District -Section Number -(110,111)RS-3

Project Number NHF-0308/037/

Route

FAP 308

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25100630		SQ YD	515.000				
25100900	TURF REINF MAT	SQ YD	200.000				
28100107	STONE RIPRAP CL A4	SQ YD	6.000				
28200200	FILTER FABRIC	SQ YD	6.000				
40600200	BIT MATLS PR CT	TON	135.900				
40600300	AGG PR CT	TON	339.300				
40600525	LEV BIND HM N50	TON	215.000				
40600625	LEV BIND MM N50	TON	12,159.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600982	HMA SURF REM BUTT JT	SQ YD	2,250.000				
40600985	PCC SURF REM BUTT JT	SQ YD	325.000				
40600990	TEMPORARY RAMP	SQ YD	1,251.000				
40601005	HMA REPL OVER PATCH	TON	56.000				
40603310	HMA SC "C" N50	TON	440.000				
40603335	HMA SC "D" N50	TON	18,154.000				

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Project Number

NHF-0308/037/

C-92-049-11 State Job # -PPS NBR -2-15390-0000 County Name -ROCK ISLAND- -Code -161 - -District -2 - -

Section Number -(110,111)RS-3

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
40800050	INCIDENTAL HMA SURF	TON	4,137.000				
44000151	HMA SURF REM 1/2	SQ YD	173,533.000				
44000158	HMA SURF REM 2 1/4	SQ YD	52,755.000				
44000169	HMA SURF REM 5	SQ YD	202.000				
44002220	HMA RM OV PATCH 5	SQ YD	200.000				
44200094	PAVT PATCH T2 8	SQ YD	10.000				
44200099	PAVT PATCH T3 8	SQ YD	25.000				
44200101	PAVT PATCH T4 8	SQ YD	40.000				
44300200	STRIP REF CR CON TR	FOOT	86,057.000				
48102100	AGG WEDGE SHLD TYPE B	TON	5,496.000				
50800105	REINFORCEMENT BARS	POUND	30.000				
54002020	EXPAN BOLTS 3/4	EACH	14.000				
542A5491	P CUL CL A 1 EQRS 36	FOOT	2.000				
54214521	PRC FL END S EQ RS 36	EACH	1.000				
54248160	GRT-C FL END S EQV 36	EACH	1.000				

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Project Number NHF-0308/037/

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ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
54248510	CONCRETE COLLAR	CU YD	0.600				
60255500	MAN ADJUST	EACH	18.000				
60257900	MAN RECONST	EACH	1.000				
60260100	INLETS ADJUST	EACH	2.000				
60261100	INLETS ADJ NEW T9F&G	EACH	1.000				
60263700	INL RECON NEW T9F&G	EACH	1.000				
60265700	VV ADJUST	EACH	12.000				
60600095	CLASS SI CONC OUTLET	CU YD	3.300				
63000001	SPBGR TY A 6FT POSTS	FOOT	2,013.000				
63000025	SPBGR ATTACH TO STR	FOOT	37.000				
63100041	TRAF BAR TERM T1B	EACH	1.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	39.000				
63200310	GUARDRAIL REMOV	FOOT	4,263.000				
63500105	DELINEATORS	EACH	41.000				
66700305	PERM SURV MKRS T2	EACH	14.000				

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C-92-049-11 State Job # -PPS NBR -2-15390-0000 County Name -ROCK ISLAND- -Code -161 - -2 - -District -Section Number -(110,111)RS-3

Project Number NHF-0308/037/

Route

FAP 308

ltem Number	Day Ham Departmention	Unit of	Quantitu		Unit Drice		Total Drive
Number	Pay Item Description	Measure	Quantity	X	Unit Price	=	Total Price
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70100450	TRAF CONT-PROT 701201	LSUM	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	20.000				
70300100	SHORT TERM PAVT MKING	FOOT	33,958.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	2,830.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	134.000				
78000200	THPL PVT MK LINE 4	FOOT	821.000				
78000500	THPL PVT MK LINE 8	FOOT	872.000				
78000600	THPL PVT MK LINE 12	FOOT	370.000				
78000650	THPL PVT MK LINE 24	FOOT	118.000				
78001110	PAINT PVT MK LINE 4	FOOT	388,135.000				

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ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78100100	RAISED REFL PAVT MKR	EACH	944.000				
78200410	GUARDRAIL MKR TYPE A	EACH	64.000				
78201000	TERMINAL MARKER - DA	EACH	39.000				
78300200	RAISED REF PVT MK REM	EACH	944.000				

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CONTRACT NUMBER 64G76

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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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.

A. 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.

B. 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.

C. 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.

D. <u>Revolving Door Prohibition</u>

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

E. 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.

F. 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.

G. 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

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. <u>Felons</u>

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, or enter into a subcontract, 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.

3. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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. No employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of state or local government. No corporation shall be barred from contracting with any unit of state or local government. No corporation shall be barred from contracting with any unit of 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.

H. 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.

I. 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.

J. 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, offeror, 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.

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. 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 committee established to promote the candidacy of the officeholder responsible for approximation to any political committee established to promote the candidacy of the officeholder responsible for making any political contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political 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.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,

- Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

- Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
- Or
- Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided_in subsections (b) and (d) of Section 50-35.

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. **The current annual salary of the Governor is \$177,412.00**.

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**.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ____ NO
- Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ____ NO
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES ____ NO ___
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO ___

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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 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 an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

FOR INDIVIDUAL	(type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share):	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	of ownership/distributable income sl	hare:	

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

(a)	State employment,	currently or in the	e previous 3 yea	s, including contract	ual employ	ment of sei	rvices.
					Yes	No	

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive
 (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes ____ No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ___ No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes No ____

Yes No

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.
Yes ____No ___

(f) Relationship to anyone	holding appointive office	currently or in th	e previous 2 years	; spouse, fatl	ner, mother,
son, or daughter.			Yes	No	

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___No ___

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

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No ____

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):

Nature of disclosure:

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.

Completed by:

Signature of Individual or Authorized Representative

Date

	NOT APPLICABLE STATEMENT					
Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.						
This Disclosure Form A is submit	ted on behalf of the CONTRACTOR listed on the pre	vious page.				
	Signature of Authorized Representative	Date				

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Representative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 64G76 **ROCK ISLAND County** Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 **District 2 Construction Funds**

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract										CURRENT EMPLOYEES								
				MINORITY EMPLOYEES					TRAINEES			TO BE ASSIGNED TO CONTRACT						
JOB CATEGORIES		TAL OYEES	BLA	ACK	HISP	ANIC		HER NOR.	APPF TIC			HE JOB INEES			OTAL OYEES		MINO EMPLC	
	М	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							_		Γ	FOR		PART	IENT USE	0		
		aining Pro	pjection	n for C	ontract]			r Or					ı∟ I	
EMPLOYEES	TO	TAL					*0	THER										

EMPLOYEES IN	TOTAL EMPLOYEES		BLACK		HISP	ANIC	*OTHER MINOR.	
TRAINING	М	F	М	F	М	F	М	F
APPRENTICES								
ON THE JOB TRAINEES								

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

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

Contract No. 64G76 ROCK ISLAND County Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 District 2 Construction Funds

PART II. WORKFORCE PROJECTION - continued

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

The undersigned bidder projects that: (number) ______ new hires would be recruited from the area in which the contract project is located; and/or (number) new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE							
	signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ed only if revisions are required.						
Signature:	Title: Date:						
Instructions:	All tables must include subcontractor personnel in addition to prime contractor personnel.						
Table A -	Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.						
Table B -	Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.						
Table C -	Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.						

ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY</u>:
 - 1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 - 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. 64G76 ROCK ISLAND County Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

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



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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this	day of		A.D.,	
PRINCIPAL		SURETY		
(Company Name)			(Company Name)	
Ву		By:		
(Signature &	Title)	·	(Signature of Attorney-in-Fact)	
	Notary Certification	on for Principal and	Surety	
STATE OF ILLINOIS,				
County of				
l,		, a Notary Pu	olic in and for said County, do hereby certify that	at
		and		
(Ins	ert names of individuals sign	ing on behalf of PRI	NCIPAL & SURETY)	
who are each personally known to me to	o be the same persons whos day in person and acknowled	e names are subscr	ibed to the foregoing instrument on behalf of P lat they signed and delivered said instrument as	
Given under my hand and notaria	I seal this	day of	A.D.	
My commission expires				
· · · ·			Notary Public	
	ature and Title line below, th	ne Principal is ensur	e an Electronic Bid Bond. By signing the pro ing the identified electronic bid bond has been is of the bid bond as shown above.	
Electronic Bid Bond ID#	Company / Bidder Name	9	Signature and Title	

BDE 356B (REV. 10/24/07)



(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route	Total Bid	
Section	Contract DBE Goal	
Project	(Percen	t) (Dollar Amount)
County		
Letting Date		
Contract No.		
Letting Item No.		

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation _____ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company	The "as read" Low Bidder is required to comply with the Special Provision.
Ву	Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.
Title	Bureau of Small Business EnterprisesLocal Let Projects2300 South Dirksen ParkwaySubmit forms to the Local Agency
Date	

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



DBE Participation Statement

Subcontractor Registration	Letting
Participation Statement	Item No.
(1) Instructions	Contract

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Prime Contractor	Signature for DBE Firm
Title	Title
Date	Data
Contact	Contact Person
Phone	Dhana
Firm Name	
Address	
City/State/Zip	
	E
The Department of Transportation is requesting disclosure of information that is necessary	to accomplish the statutory purpose as outlined under the state and federal WC

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

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. 64G76 ROCK ISLAND County Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 District 2 Construction Funds



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State</u> <u>Required Ethical Standards Governing Subcontractors</u>.

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. <u>Felons</u>

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

Name of Subcontracting Company

Authorized Officer

Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor 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. **The current annual salary of the Governor is \$177,412.00**.

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ____ NO ____
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES ____ NO____
- 3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES ____ NO ___

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ____ NO __

(Note: Only one set of forms needs to be completed <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. Note: Checking the <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

OR INDIVIDUAL (type or print information)				
NAME:				
ADDRESS				
Type of owne	ership/distributable income share	:		
stock	sole proprietorship	Partnership	other: (explain on separate sheet):	
% or \$ value of	of ownership/distributable income sh	nare:		

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

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

Yes <u>No</u>

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive

 more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?

Yes No

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes <u>No</u>

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

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____No ___

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

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____No ___

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

Yes ___ No ___

3. Communication Disclosure.

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s):	
Nature of disclosure:	
APPLICAB	LE STATEMENT
This Disclosure Form A is submitted on behalf of the penalty of perjury, I certify the contents of this disclo knowledge.	
Completed by:	
Signature of Individual	or Authorized Officer Date
NOT APPLIC	ABLE STATEMENT
Under penalty of perjury, I have determined that no in the criteria that would require the completion of this	
This Disclosure Form A is submitted on behalf of the	SUBCONTRACTOR listed on the previous page.
Signature of Aut	horized Officer Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes _____No _____

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Officer	Date

Illinois Department of Transportation

NOTICE TO BIDDERS

- 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., April 29, 2011. 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. 64G76 ROCK ISLAND County Section (110,111)RS-3 Project NHF-0308(037) Route FAP 308 District 2 Construction Funds

Milling, pavement patching, HMA surface and striping on IL Route 84 from 1.1 miles south of the Whiteside County line to 20th Street (Frontage Road) in Rapids City.

- 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

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FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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 1-1-11)

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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 308 (IL 84), Project NHF-0308 (037), Section (110, 111)RS-3, Rock Island County, Contract 64G76, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

IL 84 from 1.1 mile south of the Whiteside County Line to 20th Street (Frontage Road) in Rapids City.

DESCRIPTION OF PROJECT

Cold milling, pavement patching and hot-mix asphalt resurfacing on IL 84.

TRAFFIC CONTROL PLAN

Effective January 14, 1999

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

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

Standards:

701006 701201 701301 701306 701311 701501 701701 701901

Details:

Rough Grooved Surface Sign (DS 91.2)

Signs:

No bracing shall be allowed on post-mounted signs.

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

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

"UNEVEN LANES" W8-11(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

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

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Devices:

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

Flaggers:

Flagger at Sideroads and Commercial Entrances: Effective: April 9, 2009

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

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

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

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

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

In addition to the flaggers shown on applicable standards, on major sideroads listed below, flaggers shall be required on all legs of the intersection. Major sideroads for this project shall be 157th Avenue North, County Highway 2, and barber Creek Road.

Pavement Marking:

Temporary pavement markings shall not be included in the cost of the standard rather it shall be paid for separately at the contract unit prices of specified temporary pavement marking items.

All short term pavement marking placed on a milled surface shall be paint.

<u>Pilot Car</u>: During the bituminous priming operation, the Contractor shall be required to provide a pilot car to lead the traffic through the areas primed.

The pilot car shall be a pickup truck, carrying the Contractor's company insignia, equipped with "PILOT CAR - FOLLOW ME" (G-20-4(0)) signs. Two signs shall be mounted on the vehicle so as to be clearly visible from both directions. The bottom of the sign shall be mounted at least 300 mm (one foot) above the top of the cab. The pilot car shall be equipped with a two-way radio so normal communication with the flagger at each end of the work area can be maintained.

The pilot car shall be paid for by the day. If the pilot car is used less than four hours, the operation will be counted as a half day.

This work will be paid for at the contract unit price Per Day for PILOT CAR for each car required by the Engineer.

<u>Traffic Control and Protection, Standard 701701</u>: This work shall be done according to Section701 of the Standard Specifications and the Typical Application of Traffic Control Devices for Highway Construction, Standard 701701, and as specified herein.

The "left" leg of the intersection shown on this standard also applies when the right turn lane is closed. When the right turn lane is closed, "RIGHT TURN LANE CLOSED AHEAD" shall be substituted for the "LEFT TURN LANE CLOSED AHEAD" and the set up would be a mirror image to what is shown.

This work shall be included in the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION STANDARD 710701.

<u>Maintenance of Traffic</u>: The mainline shall be kept open to one-way traffic at all times during working hours and two-way traffic during non-working hours.

Guardrail work shall be completed using Traffic Control and Protection Standard 701006 and Article 701.17(f).

All guardrail work shall be completed within 11 days (start on Monday and completed by the following Friday) after the guardrail is removed. The guardrail shall be removed for no more than one weekend.

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

The pavement patch removal and replacement shall be completed using Traffic Control and Protection Standard 701201 or 701501.

The sawing of patches, resurfacing and placing of shoulder aggregate shall be completed using Traffic Control and Protection Standard 701306.

Placing and removing pavement marking shall be completed using Traffic Control and Protection Standard 701306, 701311, 701501 or 701701.

FAP 308 (IL 84) Project NHF-0308 (037) Section (110, 111)RS-3 Rock Island County Contract 64G76 The Contractor shall equip all machinery and vehicles with revolving amber lights so the illumination is visible from all directions.

MILLING RESTRICTIONS

Effective: January 29, 2010

Milling operations shall be performed such that a vertical milled face no greater than $1\frac{1}{2}$ " exists between open lanes of traffic. This can be accomplished by one of the following treatment methods: 1) Make multiple passes with the mill, each one less the $1\frac{1}{2}$ "; 2) place a temporary wedge or have milled sloped edge with a minimum 1:3 slope; or 3) mill both lanes the same day so that no difference in elevation exists when the lanes are opened. Other methods may be used if approved by the Engineer prior to implementing the procedure. All short term pavement marking placed on milled surface shall be paint.

This work shall be included in the cost of HMA SURFACE REMOVAL, at the thickness specified.

GUARDRAIL REMOVAL

Effective: August 20, 1990

Revised: August 26, 1997

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

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

GEOTECHNICAL REINFORCEMENT

Revised: September 1, 2004

Biaxial Geogrid Flat Installation

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

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

Reinforcement and Interlock

<u>Property</u>	Test Method	<u>Value</u>
Tensile Modulus:		
True Tensile Modulus	ASTMD 6637	17,000 lb./ft. (Min.)

FAP 308 (IL 84) Project NHF-0308 (037) Section (110, 111)RS-3 Rock Island County Contract 64G76 280 lb./ft. (Min.)

580 lb./ft. (Min.)

- True Tensile Strength
 @ 2% Strain
- True Tensile Strength
 @5% Strain

Apertures:

- Aperture Stability USACE* 2.7 in. lb./deg. (min.)
 Open Area COE Method Modified** 70% (Nom.)
 - * Resistance to in-plane rotational movement measured by applying a 20 kg-cm moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter (U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity).
 - ** Percent open area measured without magnification by Corps of Engineers method as specified in CW 02215 Civil Works Construction Guide, November, 1977.

Structural Integrity:

- Flexural Stiffness ASTM D-5732–95 *** 0.2 in.-lb. (Min.)
- Junction Efficiency GRI GG2-87**** 90% (Min.)
 - *** Resistance to bending force measured via ASTM D-5732-95, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of machine-and cross-machine-direction Flexural Stiffness values.
 - **** Load transfer capability measured via GRI-GG2-87. Expressed as a percentage of ultimate tensile strength.

Material

Polypropylene	ASTM D 1401 Group I/Class 1/Grade 2	98% (Min.)
Carbon Black	ASTM 4218	0.5% (Min.)

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

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

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

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed.

In the case of subgrades, all wheel tracks or ruts in excess of 75 mm (3 inches) in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

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

Installation:

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

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

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

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

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

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

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

ENGINEER'S FIELD OFFICE TYPE A

Effective: June 1, 2009

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) Two 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. Two separate telephone lines, one to be set up for the exclusive use of the State supplied fax machine.
- (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 telephone, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (I) Cellular phone with a minimum of 500 anytime calling minutes per month for use by the site resident engineer/technician.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

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."

MATERIAL TRANSFER DEVICE (BDE)

Effective Date: June 15, 1999

Revised Date: January 1, 2009

<u>Description</u>. This work shall consist of placing Mainline Hot-mix Asphalt Surface Course and Level Binder (MM), 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 Mainline Hot-mix Asphalt Surface Course and Level Binder (MM). 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 Leveling Binder (Machine Method), N50 and Hot-mix Asphalt Surface Course, Mix "D", N50 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.

FURNISHED EXCAVATION

Effective: July 1, 1994

Revised: October 28, 2010

The Furnished Excavation shall be measured by the truck load method. Prior to the start of work the Contractor and the Engineer shall agree to standard volume for the trucks utilized by the Contractor.

Suitable excavated materials from the project shall not be wasted without permission of the Engineer. Embankment and mechanical compaction will not be measured for payment.

This work shall be paid for at the contract unit price per Cubic Meter (Cubic Yard) for FURNISHED EXCAVATION.

TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 2011

Revise the first sentence of the first paragraph of Article 701.10 of the Standard Specifications to read:

"When open holes, broken pavement, trenches over 3 in. (75 mm) deep and 4 in. (100 mm) wide or other hazards are present within 8 ft (2.4 m) of the edge of an open lane, the Contractor shall furnish traffic control surveillance at all times, whether or not the Contractor is engaged in construction operations."

CULVERTS TO BE CLEANED

This work shall consist of cleaning culverts at the locations shown in the plans. The culverts shall be located and evaluated by the engineer prior to cleaning. The contractor shall establish a suitable plan for cleaning the existing culverts that meets the satisfaction of the engineer.

The cost of cleaning the culverts shall include all materials, mechanical means, and clean-up of debris around the area of the culverts. This work will be measured and paid for at the contract unit price per Foot for CULVERTS TO BE CLEANED.

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986

Revised: January 1, 2006

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

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Dakota Minnesota & Eastern (DME) Rail doing business as the Canadian Pacific 501 Marquette Avenue, Suite 1510 Minneapolis, MN 55402 Mitch Carlson, Public Works Coordinator		2 per day at 10 MPH
DOT/AAR No.: 387518J to 372474L RR Division: Dakota Minnesota Eastern	RR Mile Post: 6.90 to RR Branch: Nitrin Spur	
For Freight/Passenger Information Conta For Insurance Information Contact: Mitcl		

COMMENTS: Railroad Flaggers are required when working within 25 feet of the tracks. Please contact Mitch Carlson to schedule Railroad Flaggers, if needed.

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

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

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

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

ALKALI-SILICA REACTION FOR PRECAST AND PRECAST PRESTRESSED CONCRETE (BDE)

Effective: January 1, 2009

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

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na₂O + $0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

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

- Group I Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV Mixture options 1, 2 and 4 combined, or 5 shall be used.
 - a) Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used.

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
 - Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.

e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + $0.658K_2O$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008

Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

"All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02."

AUTOMATED FLAGGER ASSISTANCE DEVICES (BDE)

Effective: January 1, 2008

<u>Description</u>. This work shall consist of furnishing and operating automated flagger assistance devices (AFADs) as part of the work zone traffic control and protection for two-lane highways where two-way traffic is maintained over one lane of pavement. Use of these devices shall be at the option of the Contractor.

<u>Equipment</u>. AFADs shall be according to the FHWA memorandum, "MUTCD - Revised Interim Approval for the use of Automated Flagger Assistance Devices in Temporary Traffic Control Zones (IA-4R)", dated January 28, 2005. The devices shall be mounted on a trailer or a moveable cart and shall meet the requirements of NCHRP 350, Category 4.

The AFAD shall be the Stop/Slow type. This device uses remotely controlled "STOP" and "SLOW" signs to alternately control right-of-way.

Signs for the AFAD shall be according to Article 701.03 of the Standard Specifications and the MUTCD. The signs shall be 24×24 in. (600 x 600 mm) having an octagon shaped "STOP" sign on one side and a diamond shaped "SLOW" sign on the opposite side. The letters on the signs shall be 8 in. (200 mm) high. If the "STOP" sign has louvers, the full sign face shall be visible at a distance of 50 ft (15 m) and greater.

The signs shall be supplemented with one of the following types of lights.

- (a) Flashing Lights. When flashing lights are used, white or red flashing lights shall be mounted within the "STOP" sign face and white or yellow flashing lights within the "SLOW" sign face.
- (b) Stop and Warning Beacons. When beacons are used, a stop beacon shall be mounted 24 in. (600 mm) or less above the "STOP" sign face and a warning beacon mounted 24 in. (600 mm) or less above, below, or to the side of the "SLOW" sign face. As an option, a Type B warning light may be used in lieu of the warning beacon.

A "WAIT ON STOP" sign shall be placed on the right hand side of the roadway at a point where drivers are expected to stop. The sign shall be 24×30 in. (600 x 750 mm) with a black legend and border on a white background. The letters shall be at least 6 in. (150 mm) high.

This device may include a gate arm or mast arm that descends to a horizontal position when the "STOP" sign is displayed and rises to a vertical position when the "SLOW" sign is displayed. When included, the end of the arm shall reach at least to the center of the lane being controlled. The arm shall have alternating red and white retroreflective stripes, on both sides, sloping downward at 45 degrees toward the side on which traffic will pass. The stripes shall be 6 in. (150 mm) in width and at least 2 in. (50 mm) in height.

<u>Flagging Requirements</u>. Flaggers and flagging requirements shall be according to Article 701.13 of the Standard Specifications and the following.

AFADs shall be placed at each end of the traffic control, where a flagger is shown on the plans. The flaggers shall be able to view the face of the AFAD and approaching traffic during operation.

To stop traffic, the "STOP" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall descend to a horizontal position. To permit traffic to move, the "SLOW" sign shall be displayed, the corresponding lights/beacon shall flash, and when included, the gate arm shall rise to a vertical position.

If used at night, the AFAD location shall be illuminated according to Section 701 of the Standard Specifications.

When not in use, AFADs will be considered nonoperating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

<u>Basis of Payment</u>. This work will not be paid for separately but shall be considered as included in the cost of the various traffic control items included in the contract.

CEMENT (BDE)

Effective: January 1, 2007

Revised: April 1, 2011

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 AASHTO M 85, and shall meet the standard physical and chemical requirements. The Contractor has the option to use any type of portland cement listed in AASHTO M 85 unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F 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 AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland-pozzolan cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The pozzolan constituent for Type IP using Class F fly ash shall be a maximum of 25 percent of the weight (mass) of the portland-pozzolan cement. The pozzolan constituent for Type IP using Class C fly ash shall be a maximum of 30 percent of the weight (mass) of the portland-pozzolan constituent for Type IP using microsilica or high-reactivity metakaolin shall be a maximum of ten percent. The pozzolan constituent for Type IP using other materials shall have the approval of the Engineer.

Portland-pozzolan cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

(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 AASHTO M 240 and shall meet the standard physical and chemical requirements. The Contractor has the option to use portland blast-furnace slag cement unless a specific cement is specified for a construction item. Inorganic processing additions shall be limited to granulated blast-furnace slag according to the chemical requirements of AASHTO M 302, Class C or F fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust. The blast-furnace slag constituent for Type IS shall be a maximum of 35 percent of the weight (mass) of the portland blast-furnace slag cement.

Portland blast-furnace slag cement may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

- (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 AASHTO T 131.
 - (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 AASHTO T 106.

- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to AASHTO M 85, except the time of setting shall not apply. The chemical requirements shall be determined according to AASHTO T 105 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: April 1, 2009

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

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). 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.

The 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.

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, 2011

<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.

<u>STATE OBLIGATION</u>. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 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.

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **6.00%** 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 that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, 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 documents 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 document 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 or 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 for the determination.
- (c) 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 issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 documentation and 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 owneroperator. 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.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment 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.

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: $0.5 \times (FHWA \text{ hourly rate - EOC})$.

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."

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4)Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
 - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Allowed Alone or in Combination: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Combination: Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}

(a) Description. The coarse aggregate for HMA shall be according to the following table.

			Contr	
Use	Mixture	Aggregates Allowe	d	
НМА	C Surface and	Allowed Alone or in	Combination:	
High ESAL Low ESAL	Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
HMA	D Surface and	Allowed Alone or in	Combination:	
High ESAL	Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	Crushed Gravel Carbonate Crushed Stone (other the Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{4/5/} Crushed Concrete ^{3/}		
		Other Combination		
		Up to	With	
		25% Limestone	Dolomite	
		50% Limestone	Any Mixture D aggregate other than Dolomite	
		75% Limestone	Crushed Slag (ACBF) ^{5/} or Crushed Sandstone	
HMA	E Surface	Allowed Alone or in	n Combination:	
High ESAL	IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} Crushed Concrete ^{3/}		
		No Limestone.		
		Other Combination	s Allowed: With	
		50% Dolomite ^{2/}	Any Mixture E aggregate	
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone	
		75% Crushed Gravel or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/}	

			Contra	
Use	Mixture	Aggregates Allow	ed	
HMA High ESAL	F Surface IL-12.5 or	12.5 or 9.5 Crystalline Crushed Stone Q.5 Crushed Sandstone IA Crushed Slag (ACBF) ^{5/} esign 80 Crushed Steel Slag ^{5/}		
	IL-9.5			
	SMA			
	Ndesign 80 Surface			
		Other Combinatio	ns Allowed:	
		Up to	With	
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone	

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When either slag is used, the blend percentages listed shall be by volume."

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.

<u>Quality Control/Quality Assurance (QC/QA)</u>. 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 (includes confined edges)	Unconfined Edge 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					
Glau No.	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

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/ 6/ 8±8 2±2				

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."

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revised: April 1, 2011

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 Contract Amount		Daily Ch	narges	
From More Than	To and Including	Calendar Day	Work Day	
\$ 0	\$ 100,000	\$ 475	\$ 675	
100,000	500,000	750	1,050	
500,000	1,000,000	1,025	1,425	
1,000,000	3,000,000	1,275	1,725	
3,000,000	6,000,000	1,425	2,000	
6,000,000	12,000,000	2,300	3,450	
12,000,000	And over	5,800	8,125"	

MULCH AND EROSION CONTROL BLANKETS (BDE)

Effective: November 1, 2010

Revised: April 1, 2011

Revise the first sentence of Article 251.03 of the Standard Specifications to read:

"Within 24 hours of seed placement, mulch by one of the following methods shall be placed on the areas specified."

Revise Article 251.03(b)(2) of the Standard Specifications to read:

"(2) Procedure 2. This procedure shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of light-duty hydraulic mulch. The hydraulic mulch shall be according to Article 251.03(c) except that it shall be applied as a slurry of 900 lb (1020 kg) of mulch and 1000 gal (9500 L) of water per acre (hectare) using a hydraulic mulch applicator. The light-duty hydraulic mulch shall be agitated a minimum of five minutes before application and shall be agitated during application. The light-duty hydraulic mulch shall be applied from opposing directions to ensure even coverage."

Revise Article 251.03(c) of the Standard Specification to read:

"(c) Method 3. This method shall consist of the machine application of a light-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. Hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2)."

Revise Article 251.03(d) of the Standard Specifications to read:

"(d) Method 3A. This method shall consist of the machine application of a heavy-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2). The heavy-duty hydraulic mulch shall be applied using a mechanically agitated hydraulic mulching machine."

Add the following to Article 251.03 of the Standard Specifications:

"(e) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 2 in. (50 mm)."

Revise Article 251.04 of the Standard Specifications to read:

"251.04 Erosion Control Blanket. Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket.

Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to the roadway, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications."

Revise Article 251.06(b) of the Supplemental Specifications to read:

"(b) Measured Quantities. Mulch Methods 1, 2, 3, 3A and 4 will be measured for payment in place in acres (hectares) of surface area mulched. Erosion control blanket, heavy duty erosion control blanket, and turf reinforcement mat will be measured for payment in place in square yards (square meters)."

Revise Article 251.07 of the Supplemental Specifications to read:

"251.07 Basis of Payment. This work will be paid for at the contract unit price per acre (hectare) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; MULCH, METHOD 3A; MULCH, METHOD 4; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, HEAVY DUTY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT."

Revise Article 1081.06(a)(2) of the Standard Specifications to read:

"(2) Hydraulic Mulch. The mulch component shall be comprised of a minimum of 70 percent biodegradable material such as wood cellulose, paper fibers, straw or cotton and shall contain no growth or germination inhibiting factors. The remainder of the components shall consist of the manufacturer's choice of tackifiers and/or strengthening fibers needed to meet the performance specifications. Tackifiers shall be non-toxic and LC 50 test results shall be provided along with the manufacturer's certification. Hydraulic mulch shall disperse evenly and rapidly and remain in slurry when agitated with water. When uniformly applied, the slurry shall form an absorbent cover allowing percolation of water to the underlying surface.

Hydraulic mulch shall be packaged in UV and moisture resistant factory labeled packages or bags with the net quantity of the packaged material plainly shown on each package. The biodegradable material shall be relatively free of glossy papers and shall not be water soluble. The hydraulic mulches shall be according to the following.

Light-Duty Hydraulic Mulch			
Property ^{1/}	Value		
Functional Longevity ^{2/}	3 months		
Minimum Application Rates	2000 lb/acre (2240 kg/ha)		
Typical Maximum Slope Gradient (V:H)	≤ 1:3		
Maximum Uninterrupted Slope Length	50 ft (15 m)		
Maximum C Factor	0.15		
Minimum Vegetation Establishment ^{5/}	200 %		

Heavy-Duty Hydraulic Mulch			
Property ^{1/}	Value		
Functional Longevity ^{2/}	12 months		
Minimum Application Rates	3000 lb/acre (3360 kg/ha)		
Typical Maximum Slope Gradient (V:H)	≤ 1:2		
Maximum Uninterrupted Slope Length	100 ft (30 m)		
Maximum C Factor ^{3/4/}	0.02		
Minimum Vegetation Establishment ⁵	400 %		

- 1/ This table sets minimum requirements only. Refer to manufacturer recommendations for application rates, instructions, gradients, maximum continuous slope lengths and other site specific recommendations.
- 2/ Manufacturer's estimated time period, based upon field observations, that a material can be anticipated to provide erosion control as influenced by its composition and site-specific conditions.
- 3/ "C" Factor calculated as ratio of soil loss from HECP protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot based on large-scale testing.
- 4/ Large-scale test methods shall be according to ASTM D 6459.
- 5/ Minimum vegetation establishment shall be calculated according to ASTM D 7322.

The manufacturer shall furnish a certification with each shipment of hydraulic mulch stating the number of packages or bags furnished and that the material complies with these requirements."

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 G	Deficiency Deduction Gravity Adjustment Factors			
Types of Violations	Soil Disturl	bed and Not	Permanent	y Stabilized
	At Time of	Violation		
	< 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,	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Concrete Washouts or Residuals, Litter or				
other Wastes				
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Maintenance, Fueling or Cleaning				
Failure to Provide or Update Written or	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Graphic Plans Required by SWPPP				
Failure to comply with Other Provisions of the	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"
NPDES Permit				

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.

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

"Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m)."

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs

1042.16"

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole Plugs

1042.16"

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 550.02 of the Standard Specifications:

"(o) Handling Hole Plugs

1042.16"

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 602.02 of the Standard Specifications:

"(p) Handling Hole Plugs

1042.16(a)"

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

The plug shall be according to the following.

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

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, 2011

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 %	\pm 4.0 %
Asphalt Binder	\pm 0.4 % $^{1\prime}$	± 0.5 %
G _{mm}	± 0.03	

1/ The tolerance for FRAP shall be ± 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.
 - (1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).
 - (2) 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 Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10
90	10	10	10
105	10	10	10

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:

Overlays:

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.

Maximum of of officiage			
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

Max FRAP Percentage

- 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 0.1 unit.
 - (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."

SAFETY EDGE (BDE)

Effective: April 1, 2011

Add the following to Article 406.06 of the Standard Specifications:

"(h) Safety Edge. The HMA surface course at the edge of pavement, or edge of shoulder strip, shall be finished with a safety edge as shown on the plans.

The device which forms the safety edge shall be mounted on the paver screed against the end gate and shall be removable or be able to be lifted when not in use. The device shall be designed to maintain contact with surface of the shoulder and allow automatic transition to cross roads, driveways and obstructions. The device shall also constrain the HMA material and increase the consolidation of the extruded profile. The use of a conventional single plate strike-off will not be allowed.

Rollers will not be allowed on the sloped face of the safety edge."

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: July 1, 2010

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

<u>Usage</u>. Self-consolidating concrete may be used for precast concrete products.

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

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

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.

- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The hardened visual stability index shall be a maximum of 1.

<u>Mixing Portland Cement Concrete</u>. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

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

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

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 according to 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.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2011

Add the following to Article 280.02 of the Standard Specifications to read:

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Revise Article 280.04(a) of the Standard Specifications to read:

"(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with products from the Department's approved list, rolled excelsior, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer's specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is 6 in. (150 mm) lower than the bottom of the terminating ends of the ditch side slopes.

When rolled excelsior is used, each ditch check shall be installed and maintained such that the device is no less than 10 in. (250 mm) high at the point of overflow.

Units installed at a spacing requiring a height greater than 10 in. (250 mm) shall be maintained at the height for the spacing at which they were originally installed."

Revise the last sentence of the first paragraph Article 280.04(b) of the Standard Specifications to read:

"The barrier shall be constructed with rolled excelsior, silt filter fence, or urethane foam/geotextiles."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be installed according to Article 251.03 except for any reference to seeding."

Add the following to Article 280.04 of the Standard Specifications:

(h) Temporary Erosion Control Blanket. This system consists of temporarily installing erosion control blanket or heavy duty erosion control blanket over areas that are to be reworked during a later construction phase. Work shall be according to Article 251.04 except references to seeding and fertilizer shall not apply. When an area is to be reworked more than once, the blanket shall be carefully removed, properly stored, and then reinstalled over the same area."

Revise Article 280.07(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

"(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following to Article 280.07 of the Standard Specifications:

"(g) Temporary Erosion Control Blanket. This work will be measured for payment in place in square yards (square meters) of actual surface covered.

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Revise Article 280.08(b) of the Standard Specifications to read:

"(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS."

Revise Article 280.08(f) of the Standard Specifications to read:

"(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06."

Add the following to Article 280.08 of the Standard Specifications:

"(g) Temporary Erosion Control Blanket. Temporary Erosion Control Blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary heavy duty erosion control blanket."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

Revise the second sentence of the first paragraph of Article 1081.15(e) of the Standard Specifications to read:

"The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3."

Revise Article 1081.15(f) of the Supplemental Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. The fiber density shall be a minimum of 1.24 lb/cu ft (20 kg/cu m) based on a moisture content of 22 percent at manufacturing. The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

Add the following to Article 1081.15 of the Standard Specifications:

- "(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle a minimum of 18 in. (450 mm).
 - (1) The geotextile shall meet the following properties:

Property	Value	Test Method
Grab Tensile Strength	124 (550) min.	ASTM D 4632
lb (N) (min.)		
Grab Elongation @ Brake (percent)	15 min.	ASTM D 4632
Burst Strength psi (kPa)	280 (1930) min.	ASTM D 3786
AOS (Sieve No.)	30 min.	ASTM D 4751
UV Resistance (500 hours) (percent)	80 min.	ASTM D 4355

(2) The urethane foam shall meet the following properties:

Property	Value	Test Method
Density lb/cu ft (kg/cu m)	1.0 ± 0.1 (16.0 ± 1.6)	ASTM D 3574
Tensile Strength psi (kPa)	10 (70) min.	ASTM D 3574
Elongation (percent)	125 min.	ASTM D 3574
Tear Resistance lb/in. (N/mm)	1.25 (0.22)	ASTM D 3574"

TRUCK MOUNTED/TRAILER MOUNTED ATTENUATORS (BDE)

Effective: January 1, 2010

Revise Article 701.03(k) of the Standard Specifications to read:

"(k) Truck Mounted/Trailer Mounted Attenuators1106.02"

Revise Article 701.15(h) of the Standard Specifications to read:

"(h) Truck Mounted/Trailer Mounted Attenuators (TMA). TMA units shall have a roll ahead distance in the event of an impact. The TMA shall be between 100 and 200 ft (30 and 60 m) behind the vehicle ahead or the workers. This distance may be extended by the Engineer.

TMA host vehicles shall have the parking brake engaged when stationary.

The driver and passengers of the TMA host vehicle should exit the vehicle if the TMA is to remain stationary for 15 minutes or more in duration."

Revise Article 1106.02(g) of the Standard Specifications to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be a NCHRP 350 approved unit for Test Level 3. Test Level 2 may be used as directed by the Engineer for normal posted speeds less than or equal to 45 mph."

UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revise Article 105.07 of the Standard Specifications to read:

"**105.07** Cooperation with Utilities. The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract.

The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

"When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply."

Revise Article107.31 of the Standard Specification to read:

"107.31 Reserved."

Add the following four Articles to Section 107 of the Standard Specifications:

"**107.37** Locations of Utilities within the Project Limits. All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway.
 - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

- (b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.
 - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System.

Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

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

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
 - (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
 - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

- (b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:
 - (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
 - (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
 - (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

- (c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.
 - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work will be paid for according to Article 109.04(b)(4). The length of time paid for will be the time between start of delay and eight hours working time from start of shift being worked.

For delays exceeding the initial shift, excluding Saturdays, Sundays, and holidays, Contractor-owned equipment idled by the delay which cannot be used on other work and remaining at the work site, will be paid at one-half the rate permitted in Article 109.04(b)(4) using a maximum eight hours per day for computation purposes. Equipment rented from an independent source will be paid at rates being paid by the Contractor plus move-in move-out costs, but the total amount paid will not exceed three weeks rental.

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within <u>65</u> working days.

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.

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

Where: CA = Cost Adjustment, \$.

- BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- $%AC_V =$ Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the $%AC_V$ 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_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

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

Where:A=Area of the HMA mixture, sq yd (sq m).D=Depth of the HMA mixture, in. (mm).G_{mb}=Average bulk specific gravity of the mixture, from the approved mix design.V=Volume of the bituminous material, gal (L).SG=Specific Gravity of bituminous material as shown on the bill of lading.

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

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

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the 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 DEPARTMENTOPTION FOROF TRANSPORTATIONBITUMINOUS 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 N	lo.:				
Company	Name:				
Contracto	r's Option:				
Is your con	npany opting to i	nclude this spe	ecial pro	ovision as part of the contract?	
	Yes 🗌	No			
Signature:				Date:	

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
Metric Units	Factor	Units
Category 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
	00.20	

(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_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)
- FPI_L = 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_P 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.

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

Percent Difference = { $(FPI_L - FPI_P) \div FPI_L$ } × 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 as part of the contract plans for the following categories of work?

Signature:			_ Date:
Category E	Structures	Yes	
Category D	PCC Bases, Pavements and Shoulders	Yes	
Category C	HMA Bases, Pavements and Shoulders	Yes	
Category B	Subbases and Aggregate Base Courses	Yes	
Category A	Earthwork.	Yes	

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

Effective: April 2, 2004

Revised: April 1, 2009

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

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

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

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

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

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

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

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

 $D = MPI_M - MPI_L$

- Where: $MPI_M =$ The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).
 - MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

Percent Difference = $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

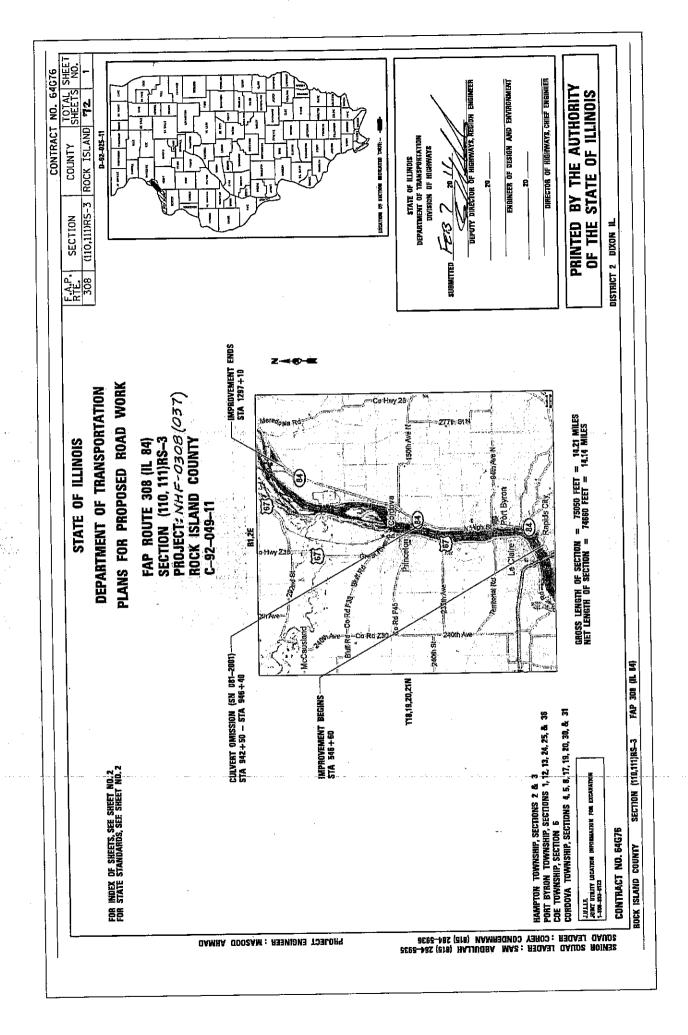
Contract No.: _____

Company Name:_____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

Signature:	Date:	
Frames and Grates	Yes	
Metal Railings (excluding wire fence)	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Guardrail	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Reinforcing Steel	Yes	
Structural Steel	Yes	
Metal Piling	Yes	



FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 2 of 72

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635006	- 03	
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701311	- 03	
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701701	- 07	
701901	- 01	
720011	- 01	
728001	- 0 ⁴	Telescoping Steel Sign Support
729001	- 01	
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= QUANTITES	•	
SUMMARY OF		

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 3 of 72

	-					
CODE TI	ITEM		TOTAL QUANTITY	80% FED 20% STATE	100% CITY 0043	100% CITY 0 0 4 3
			40	40		
20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)			2			
20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)		UNIT	476	476		
20400800 FURNISHED EXCAVATION		CU YD	343	343		
T		FOOT	275	275		
			C15			
25100630 EROSION CONTROL BLANKET		24 10	ele -	2		
25100900 TURF REINFORCEMENT MAT		sa yb	200	200		
28100107 STONE RIPRAP, CLASS A4		SQ YD	9	9		
		SQ YD	9	9		
11		TON	135.9	135.9		
	1 1		0.000	6 066		-
40600300 AGGREGATE (PRIME COAT)			978.0	0.000		•
40600525 LEVELING BINDER (HAND METHOD), N50		TON	215	215		
40600625 LEVELING BINDER (MACHINE METHOD), N50		TON	12,159	12,159		
40600895 CONSTRUCTING TEST STRIP		EACH		-		
		SQ YD	2,250	2,250		
	- BUTT JOINT	SQ YD	325	325		
		SQ YD	1,251	1,251		
		TON	56	56		
		TON	440	440		
		TON	18,154	18,154		
				-		
40800050 INCIDENTAL HOT-MIX ASPHALT SURFACING		TON	4,137	4,137		
44000151 HOT-MIX ASPHALT SURFACE REMOVAL, 1/2"		SQ YD	173,533	173,533		
		SQ YD	52,755	52,755		
11			202	202		-
44000169 HOI-MIX ASPHALI SURFACE KEMOVAL, 9				-		
44002220 HOT-MIX ASPHALT REMOVAL OVER PATCHES, 5"		SQ YD	500	200		
		CL SO YD	10	10		

SUMMARY OF QUANTITES

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CODE NUMBER	UNIT	TOTAL QUANTITY	80% FED 20% STATE	100% CITY 0043	100% CITY 0043
42200098 PAVEMENT PATCHING, TYPE III, 8 INCH	sq YD	25	25		
	sq YD	40	40		
	FOOT	86,057	86,057		
ιı	TON	5,496	5,496		
	DNNOd	30	30		
	EACH	14	14		
11	FOOT	2	2		
PRECAST REINFORCED CONCRETE FLARED END S	EACH	-			
1	EACH				
	cu YD	0.6	0.6		
1 1	EACH	18		2	13
60257900 MANHOLES TO BE RECONSTRUCTED	EACH	-	 		
	EACH	2	2		
	EACH				
	EACH		-		
60265700 VALVE VAULTS TO BE ADJUSTED	EACH	12		9	œ
6060005 CLASS SI CONCRETE (OUTLET)	CU YD	3.3	3.3		
	FOOT	2,013	2,013		
- }	FOOT	37	37		
11	EACH	-	-		
63100167 TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	EACH	39	39		
	FOOT	4,263	4,263		
	EACH	41	41		
66200305 PERMANENT SURVEY MARKER, TYPE IK	EACH	14	4		
T i	CALMO	ß	9		
	T SUM	-	-		
			-	-	

*SPECIALTY ITEMS

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 5 of 72

CODE					VEC 2001	
NUMBER	ITEM	UNIT	TOTAL QUANTITY	80% FED 20% STATE	0043	0043
70100450	TRAFFIC CONTROL AND PROTECTION, STANDARD 701201	L SUM		-		
70100460	70100460 TRAFFIC CONTROL AND PROTECTION, STANDARD 701306		-	-		
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	-	-		
70102635		L SUM	-	-		
1000010		CAL DA	20	20		
clasulu/			01000	020 000		
70300100	70300100 SHORT TERM PAVEMENT MARKING	1001	33,958	33,506		
70301000	WORK ZONE PAVEMENT MARKING REMOVAL	SQFT	2,830	2,830		
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	134	134		
78000200		FOOT	821	821		
7800500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	872	872		
700000		FOOT	370	370		
		FOOT	118	118		
78001110		FOOT	388,135	388,135		
78100100		EACH	944	944		
O FOOLOGE	1 1	EACH	64	64		
	1-1	EACH	39	39		
		EACH	944	944		-
V9800400		FOOT	555	555		
X4401198		SQ YD	2,600	2,600		
X6062700		FOOT	150	150		
X6300130		FOOT	100	100		
Z0013798		L SUM				
Z0014800		FOOT	150	150		
Z0028415	5 GEOTECHNICAL REINFORCEMENT	sa yb	75	75		
Z0028700		cu YD	13	13		
						Sheet 5 of 72

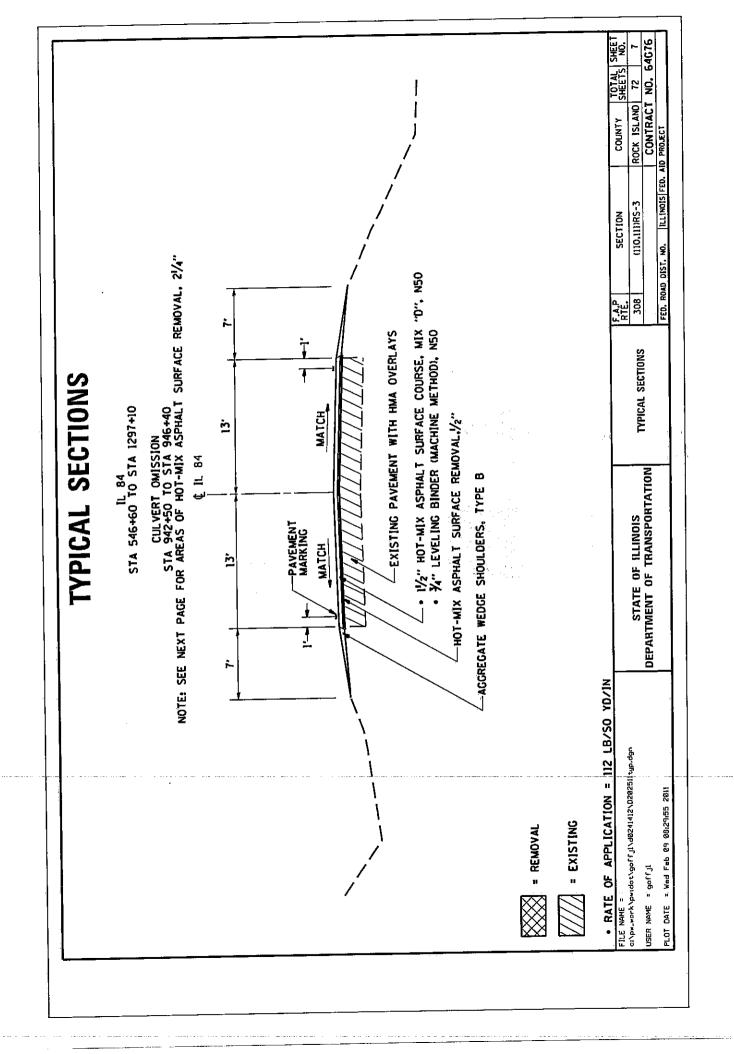
SUMMARY OF QUANTITES

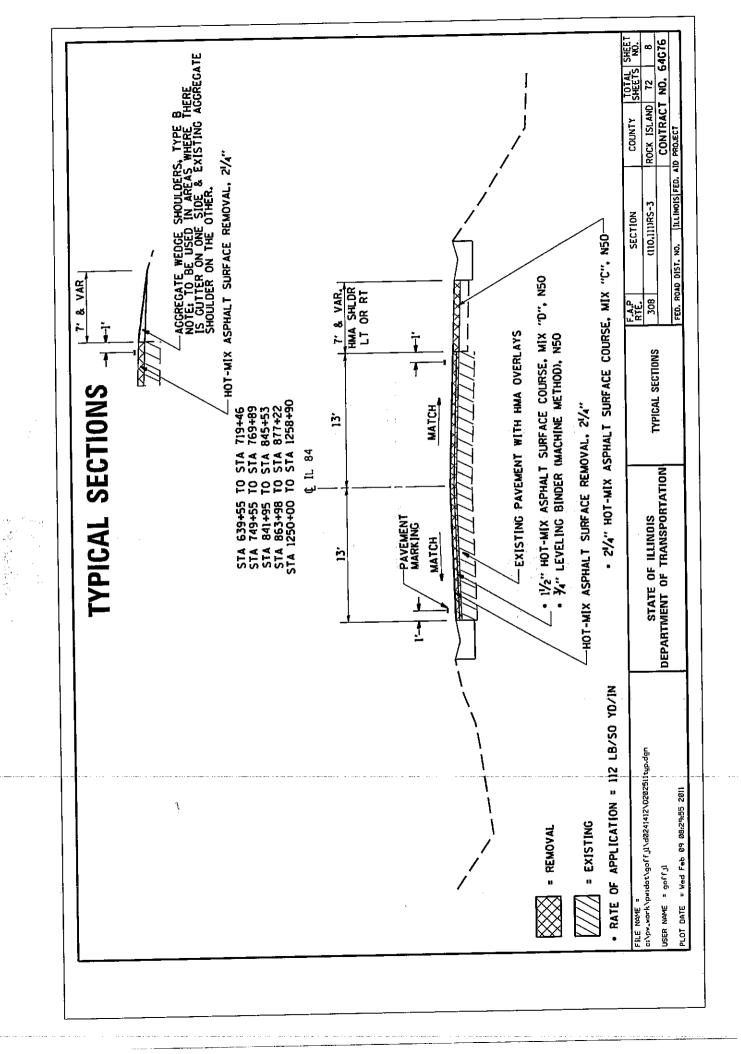
FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 6 of 72

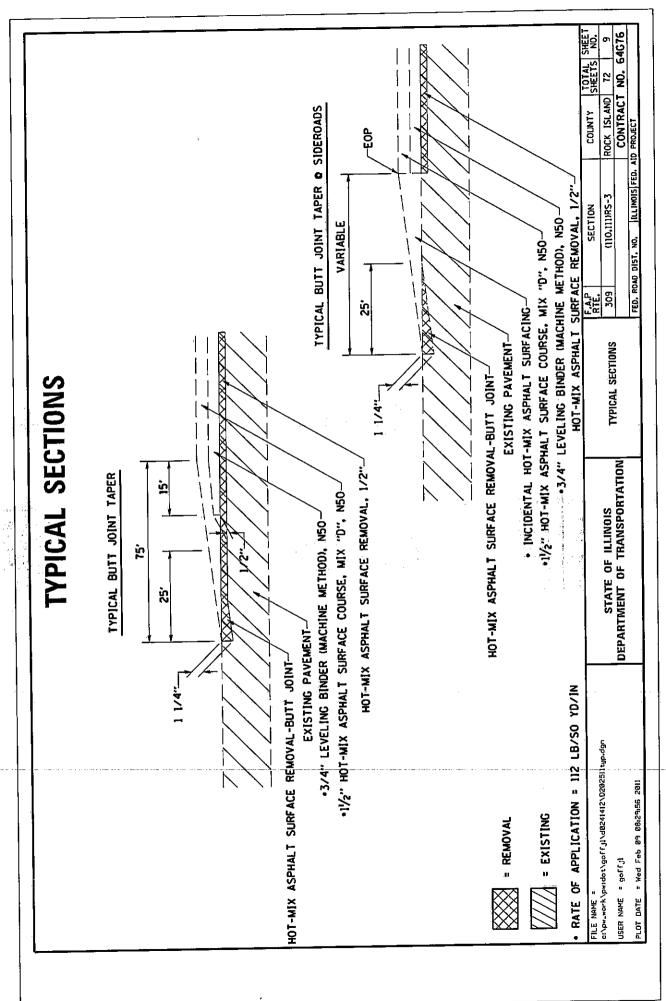
			URBAN	0005	Rapids City	Port Byron
CODF	N	UNIT	TOTAL	80% FED	100% CITY	
NUMBER			QUANTITY	20% STATE	6400	6400
1007	AATTENN TEANEGED REATE	TON	30,313	30,313		
CU1450U2						
		DAY	10	10		
Z0040315	20040315 PILOT GAR					
		NI IS		-		
Z0048665	Z0048665 RAILROAD PROTECTIVE LIABILITY INSURANCE					
	LEW .					

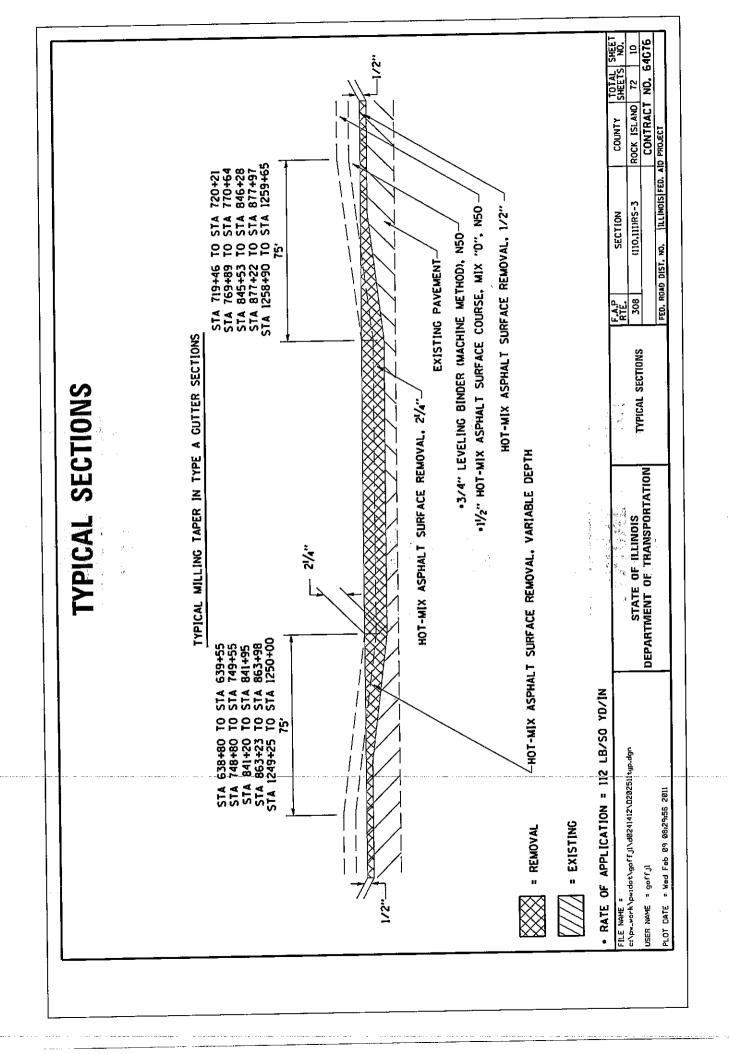
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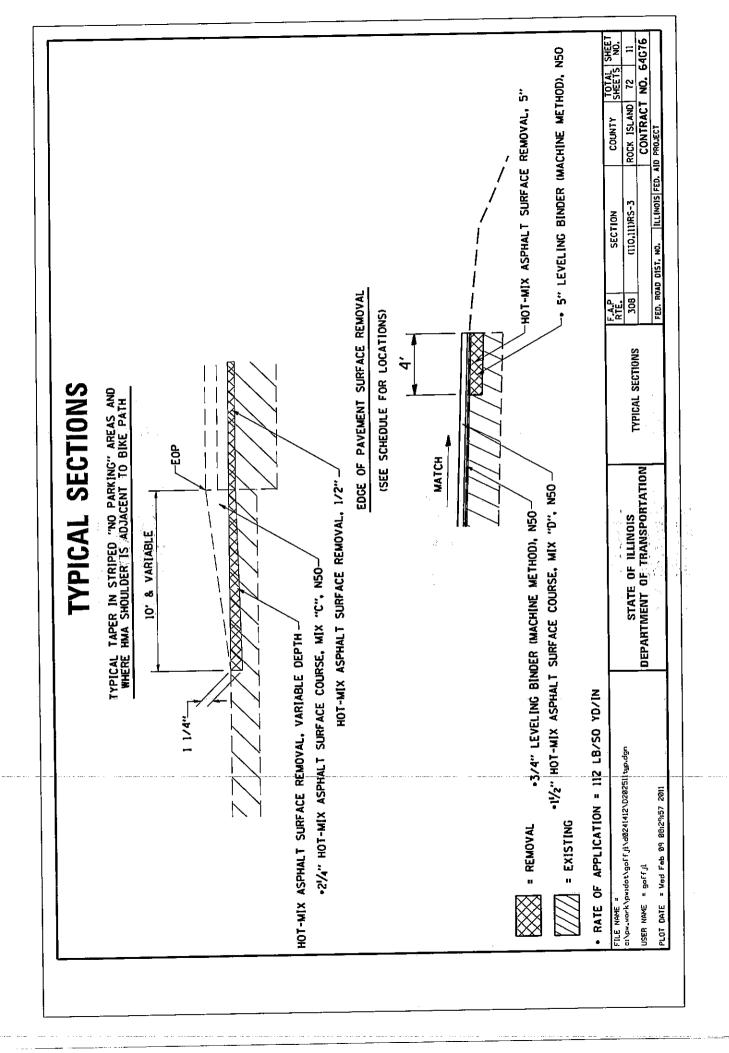
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GENERAL NOTES

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

The Contractor shall seed all disturbed ditch areas within the project limits, the backslope behind the curb & gutter shall be sodded. Seeding Class 4 or 2A shall be used, except in front of properties where the grass will be mowed, then use Seeding, Class 1. Class 2A shall be used on front slopes and ditch bottoms. Class 4 shall be used behind Type A gutter, on all backslopes and areas behind the backslope, and beyond the toe of front slope on fill sections without ditches. The seeding will be included in the contract unit price per Foot for GRADING AND SHAPING DITCHES.

Fertilizer shall be applied to all disturbed areas and incorporated into the seedbed prior to seeding or placement of sod at the rate specified in Sections 250 and 252 of the Standard Specifications. This work shall be included in the cost of GRADING AND SHAPING DITCHES.

Mulch Method II shall be applied over all seeded areas. This shall be included in the cost of the GRADING AND SHAPING DITCHES.

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

The existing hot-mix asphalt on private and commercial entrances shall be bladed off or milled and disposed of outside the project limits. This could be the entire entrance or tapered at the end depending on if the mainline is resurfaced or milled and resurfaced. The cost of the blading, milling, rolling, and disposal is included in the contract unit price for INCIDENTAL HOT-MIX ASPHALT SURFACING.

The drop off that occurs at entrance edges as a result of resurfacing of the entrance shall be corrected using aggregate shoulder material. This work shall be paid for by the TON for Aggregate Shoulders of the type specified in the plans.

Milling machines on this project shall be capable of removing a layer of bituminous a minimum 6' wide and 1½ inches in depth in a single pass.

Mixture Uses(s):	Surface	Level Binder	Binder over Patches	Top Shoulder
PG:	PG 64-22	PG 64-22	PG 64-22	PG 58-22
Design Air Voids	4.0 @ N50	4.0 @ N50	4.0 @ N50	3 @ N50
Mixture Composition	IL 9.5 or 12.5	IL 9.5	IL 19.0	IL 9.5 or 12.5
(Gradation Mixture)			N//A	
Friction Aggregate	D	<u>N/A</u>	<u>N/A</u>	
20 Year ESAL	1.8	1.8	1.8	N/A
Mix Unit Weight	112 lbs/sy/in			112 lbs/sy/in

The following Mixture Requirements are applicable for this project:

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

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

The area to be primed shall be limited to that which can be covered with HMA the same day, unless otherwise permitted by the Engineer

Reflective Crack Control shall be placed on the existing surface prior to any resurfacing, unless pavement is milled then it will be placed on the binder course.

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

If, during the grinding or resurfacing operations, the existing mailboxes become a hindrance, the Contractor shall be required to carefully remove and reinstall the mailboxes as directed by the Engineer. This work shall be included in the contract unit price for the INCIDENTAL HOT-MIX ASPHALT SURFACING.

Embankment quantities for the construction of the Traffic Barrier Terminals as shown in the plans are included in quantities for Furnished Excavation.

The Contractor shall supply the Resident Engineer with the manufacturer's installation requirements for the type of Steel Plate Beam Guardrail Terminal Type 1 Special (Tangent) or Steel Plate Beam Guardrail Terminal Type I Special (Flared).

One 16d galvanized nail shall be used to toe nail the wood block out to the wood post on all Traffic Barrier Terminal Type I Specials.

Delineators shall be installed as shown in Standard 635001, except that the post shall be rotated 180° and only metal-backed delineators shall be permitted. Delineators shall be placed at the ends of approach guardrail terminal sections, and at each headwall or end section of AR Culverts. This work will be paid for at the contract unit price each for DELINEATORS.

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

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

PERMANENT SURVEY MARKERS, TYPE II, shall be set at intervals of 1.6 Km (1 mile) or as directed by the Engineer. Bridge or culvert projects shall have one survey marker placed near the structure. Estimated: 14 Each.

Permanent Survey Markers, Type II shall be cast-in-place as shown on District Standard 66.2. The bottom of the marker shall be 5'-0" below the ground surface.

The Contractor shall submit to the Engineer a description of location, elevation, and coordinates for each permanent survey marker. The horizontal and vertical coordinates must be derived by GPS and the elevation derived by a closed level circuit. The Engineer shall submit this information to the Survey Crew. The Contractor shall be responsible for protecting utility property during construction operations as outlined in Article 107.31 of the Standard Specifications. A minimum of 48 hours advance notice is required for non-emergency work. The JULIE number is 800-892-0123. The following listed utilities located within the project limits or immediately adjacent to the project construction limits are members of JULIE:

Oneok North System, LLC (815/942-2230) MidAmerican Energy/Electric (309/793-3833) Jo-Carroll Energy/Gas (815/273-2222) Mid-America Pipeline (800/892-0123) Magellan Midstream Partners (918/573-1005) Norlight Telecommunications (812/456-1217) MCI World Com (972/729-6016) Dome Pipeline Corp. (641/228-3021) Village of Port Byron (309/523-3705) Adesta Communications, LLC (630/739-0546)

1. * * . .

Geneseo Telephone Co. (309/944-8012) MidAmerican Energy/Gas (309/793-3707) Jo-Carroll Energy/Electric (815/858-2207) Frontier/Citizens (815/493-1101) Iowa Network Services, Inc. (515/830-0445) Mediacom (309/743-4750) Alliance Pipeline Co. (952/983-1016) Northern Border Pipeline Co. (402/548-4960) Lightcore (636/887-4755) Rapids City Village Office (309/496-2321)

Railroad Flaggers shall be required at all railroad crossings on IL 84 and when working within twenty-five (25) feet of a railroad crossing (IL 84, sideroads, entrances).

Based on a structural analysis, neither an emptied nor a loaded Material Transfer Device (MTD) will be allowed on SN 081-2001 (Station 944+69), and only an emptied MTD will be allowed on SN 081-1089 (Station 704+49).

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

FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 15 of 72

20100110 TREE REMOVAL (6 TO 15 UNITS DIAMETER)

<u>UNIT</u>	LOCATIC		noval of trees only if necessary for the installation of the culvert ension.
	IL 84		
15	Sta	846 + 65	* RT
8	Sta	846 + 90	* RT
8	Sta	847 + 00	* RT
9	Sta	847 + 05	* RT
40	TOTAL		

20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)

<u>UNIT</u>	LOCATIO	for th	Pirected by the Operations Maintenance Engineer (Trisha Thompson) ne removal of these quite large and dead cotton trees. Noval of those trees only if necessary for the installation of the
	IL 84	culve	ert extension.
51	Sta	743 + 10	▲ 24' RT of EOP
50	Sta	743 + 34	▲ 24' RT of EOP
49	Sta	743 + 54	△ 26' RT of EOP
55	Sta	744 + 46	▲ 24' RT of EOP
44	Sta	744 + 76	△ 26' RT of EOP
43	Sta	745 + 28	△ 24' RT of EOP
57	Sta	745 + 67	△ 22' RT of EOP
53	Sta	746 + 78	▲ 24' RT of EOP
57	Sta	747 + 60	△ 24' RT of EOP
17	Sta	847 + 05	* RT
476	TOTAL		

20400800 FURNISHED EXCAVATION

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<u>CU YD</u>	LOCATION * To be used for build of slopes for TBTT1S * Figured 7.5 Cu Yd (1 Truck) per Traffic Barrier Terminal, Ty 1 (Special)
50	IL 84 Sta 1297 + 25 - 1298 + 25 RT
<u>293</u> 343	As Needed & Directed by the Resident (7.5 Cu Yd @ 39 End Sections) TOTAL

21400100 GRADING AND SHAPING DITCHES

FOOT LOCATION

	IL 84				
45	Sta	658 + 85	-	659 + 30	RT-
30	Sta	775 + 48			RT
150	Sta	846 + 25	-	847 + 75	RT
50	Sta	1296 + 75	-	1297 + 25	RT
275	TOTAL				

25100630 EROSION CONTROL BLANKET

SQ YD LOCATION

	IL 84				
290	Sta	846 + 25	-	847 + 75	RT
225	Sta	1296 + 75	-	1298 + 25	RT
515	TOTAL				

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25100900 TURF REINFORCEMENT MAT

<u>SQ YD</u>		<u>DN</u>			
150 50 200	IL 84 Sta Sta TOTAL	658 + 85 775 + 48	-	659 + 30	(45' x 30') (30' x 15')

28100107 STONE RIPRAP, CLASS A4

<u>SQ YD</u>	LOCATIO	<u>N</u> *	(To be	used wit	h Concrete Gutter, Type A with Flume Detail)
<u>5.6</u> 5.6	IL 84 Sta TOTAL	664 +	40	LT	(10' x 5')

28200200 FILTER FABRIC

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<u>SQ YD</u>		<u>N</u> * (To be	e used w	ith Concrete Gutter, Type A with Flume Detail)
<u> </u>	IL 84 Sta TOTAL	664 + 40	LT	(1 0' x 5')

40600525 LEVELING BINDER (HAND METHOD), N50

TON LOCATION

	iL 84
215	As Needed & Directed by the Resident
215	TOTAL

40600895 CONSTRUCTING TEST STRIP

<u>EACH</u>	LOCATION
<u>1</u> 1	IL 84 As Needed & Directed by the Resident (Surface) TOTAL

40601005 HOT-MIX ASPHALT-REPLACEMENT OVER PATCHES

TON LOCATION

IL 84 56 As Needed & Directed by the Resident 56 TOTAL

44002220 HOT-MIX ASPHALT REMOVAL OVER PATCHES - 5"

SQ YD LOCATION

 IL 84

 200
 As Needed & Directed by the Resident

 200
 TOTAL

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44200094 PAVEMENT PATCHING, TYPE II, 8 INCH

SQ YD LOCATION

IL 84 <u>10</u> As Needed & Directed by the Resident 10 TOTAL

44200099 PAVEMENT PATCHING, TYPE III, 8 INCH

SQ YD LOCATION

IL 84 <u>25</u> As Needed & Directed by the Resident 25 TOTAL

44200101 PAVEMENT PATCHING, TYPE IV, 8 INCH

SQ YD LOCATION

IL 84

40 As Needed & Directed by the Resident 40 TOTAL

44300200 STRIP REFLECTIVE CRACK CONTROL TREATMENT

FOOT LOCATION

.....

	IL 84				
3,146	Sta	550 + 12	-	581 + 58	RT
2,639	Sta	586 + 81	-	613 + 20	RT
1,367	Sta	627 + 90	-	641 + 57	RT
890	Sta	648 + 58	-	657 + 48	RT
134	Sta	668 + 00	-	669 + 34	RT
345	Sta	670 + 99	-	674 + 44	RT
275	Sta	683 + 99	-	686 + 74	RT
4,382	Sta	689 + 35	÷	733 + 17	RT
540	Sta	743 + 10	=	748 + 50	RT
1,143	Sta	777 + 55	-	788 + 98	RT
1,462	Sta	825 + 32	-	839 + 94	RT
4,229	Sta	842 + 75	-	885 + 04	RT
2,346	Sta	884 + 61	-	908 + 07	RT
356	Sta	917 + 76	-	921 + 32	RT
1,255	Sta		-	936 + 06 -	RT
501	Sta	953 + 43	-	958 + 44	RT
3,206	Sta	986 + 88	-	1018 + 94	RT
2,741	Sta	1049 + 67	-	1077 + 08	RT
1,640	Sta	1097 + 72	-	1114 + 1 2	RT
1,261	Sta	1206 + 00	-	1218 + 61	RŤ
930	Sta	564 + 74	-	574 + 04	LT
918	Sta	576 + 82	-	586 + 00	LT
1,970	Sta	595 + 08	-	614 + 78	LT
680	Sta	624 + 10	÷	630 + 90	LT
6,207	Sta	637 + 20	-	699 + 27	LT
3,096	Sta	714 + 20	-	745 + 16	LT
828	Sta	758 + 70	-	766 + 98	LT
816	Sta	778 + 60	-	786 + 76	LT
2,476	Sta	793 + 40	-	818 + 16	LT
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FAP 308 (iL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 17 of 72

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 18 of 72

44300200 STRIP REFLECTIVE CRACK CONTROL TREATMENT

.....Continued

<u>FOOT</u>	LOCATIO	<u>NC</u>			
	IL 84				
4,574	Sta	823 + 36	-	869 + 10	LT
9,503	Sta	878 + 24	-	973 + 27	LT
2,592	Sta	984 + 20	-	1010 + 12	LT
6,306	Sta	1021 + 81	-	1084 + 87	LT
474	Sta	1088 + 52	-	1093 + 26	LT
1,739	Sta	1106 + 83	+	1124 + 22	LT
768	Sta	1140 + 35	-	1148 + 03	LT
1.136	Sta	1180 + 75	-	1192 + 11	LT
1.291	Sta	1195 + 17	-	1208 + 08	LT
735	Sta	1226 + 10	-	1233 + 45	LT
1,160	Sta	1243 + 00	-	1254 + 60	LT
4,000	As Need	ed & Directed	d by	Resident	
86,057	TOTAL				

48102100 AGGREGATE WEDGE SHOULDERS, TYPE B

<u>TON</u>	LOCATION	* (Figu	ired	@ 4' Shoulde	rs)
	IL 84				
347.2	Sta 54	19 + 23	÷	630 + 52	LT
113.0	Sta 54	49 + 90	-	576 + 36	RT
258.9	Sta 5	78 + 94	-	639 + 55	RT
16.7	Sta 63	35 + 63	-	639 + 55	LT
128.5	Sta 71	19 + 46	÷	749 + 55	LT
66.1	Sta 7	19 + 46	-	734 + 93	RT
13.7	Sta 73	39 ÷ 63	-	742 + 83	RT
11.4	Sta 74	46 + 87	-	749 + 55	RT
307.8	Sta 70	69 + 89	-	841 + 95	LT
65.9	Sta 7	69 + 89	-	785 + 33	RT
30.2	Sta 7	87 + 61	-	794 + 69	RT
194.6	Sta 7	96 + 39	-	841 + 95	RT
78,8	Sta 8	45 + 53	÷	863 + 98	LT
78,8	Sta 8	45 + 53	-	863 + 98	RT
282.0	Sta 8	77 + 22	-	943 + 25	LT
282.0	Sta 8	77 + 22	-	943 ± 25	RT
1,501.0	Sta 9	45 + 65	-	1 297 + 10	LT
967.1	Sta 9	45 + 65	-	1172 + 09	RT
527.1		73 + 69	-	12 9 7 + 10	RT
225.0	As Needed &	& Directed	d by	the Resident (Contigency)
5,495.7	TOTAL				

50800105 REINFORCEMENT BARS

LOCATION POUND

JL 84 RT 847 + 25 3<u>0</u>_ Sta TOTAL 30

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 19 of 72

54002020 EXPANSION BOLTS 3/4 INCH

<u>EACH</u> <u>LOCATION</u> IL 84 <u>14</u> Sta 847 + 25 RT 14 TOTAL

542A5491 PIPE CULVERTS, CLASS A, TYPE 1 EQUIVALENT ROUND-SIZE 36"

FOOT LOCATION

IL 84 _____2 Sta 847 + 25 RT _____2 TOTAL

54214521 PRECAST REINFORCED CONCRETE FLARED END SECTIONS, EQUIVALENT ROUND-SIZE 36"

EACH LOCATION

IL 84 _____1 Sta 847 + 25 RT _____1 TOTAL

54248160 GRATING FOR CONCRETE FLARED END SECTION EQUIVALENT ROUND-SIZE 36"

EACH	LOCATIC	<u>N</u>	
<u> </u>	il. 84 Sta TOTAL	847 + 25	RT

54248510 CONCRETE COLLAR

CU YD LOCATION

IL 84 0.6 Sta 847 + 25 RT 0.6 TOTAL

60255500 MANHOLES TO BE ADJUSTED

EACH LOCATION

100% Rapids City	IL 84		
. 1	Sta	549 + 88	RT
1	Sta	554 + 80	RT
1	Sta	559 + 62	RT
1	Sta	572 + 22	RT
1	Sta	576 + 03	RT
5	Rapids (City Total	

FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 20 of 72

Schedule of Quantities

60255500 MANHOLES TO BE ADJUSTEDContinued

EACH	LOCATIO	<u>NÇ</u>		
100% Port Byron 1	IL 84 Sta Sta	645 + 09 676 + 09	RT LT	Buchanan St Lynn St
1 1 1 1	Sta Sta Sta Sta Sta	679 + 15 682 + 70 682 + 78 689 + 78	RT RT RT LT	_,
1 1 1 1 1 1 1 1 3	Sta Sta Sta Sta Sta Sta Sta Port Byr	690 + 56 693 + 18 696 + 64 700 + 75 707 + 01 707 + 10 756 + 60	LT LT LT LT RT RT LT	Rock River St Oak St Elm St Prairie St 94th Ave N 94th Ave N Entrance
	TOTAL			

60257900 MANHOLES TO BE RECONSTRUCTED

LOCATION EACH

> IL 84 1 As Needed & Directed by the Resident 1 TOTAL

60260100 INLETS TO BE ADJUSTED

LOCATION <u>EACH</u>

IL 84 2 As Needed & Directed by the Resident 2 TOTAL

60261100 INLETS TO BE ADJUSTED WITH NEW TYPE 9 FRAME AND GRATE

- LOCATION <u>EACH</u>
 - IL 84 1 As Needed & Directed by the Resident
 - TOTAL 1

60263700 INLETS TO BE RECONSTRUCTED WITH NEW TYPE 9 FRAME AND GRATE

EACH LOCATION

- - IL 84 1 As Needed & Directed by the Resident 1 TOTAL

Sheet 20 of 72

FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 21 of 72

60265700 VALVE VAULTS TO BE ADJUSTED

EACH	LOCATION		
100% Rapids City 1 1 1 1 1 1 1 1 6	IL 84 Sta Sta Sta Sta Sta Sta Rapids C	559 + 32 559 + 42 572 + 52 572 + 53 575 + 86 579 + 56 Sity Total	RT RT RT RT RT
100% Port Byron 1 1 1 1 1 1 6	IL 84 Sta Sta Sta Sta Sta Sta Port Byre	678 + 72 679 + 15 682 + 59 685 + 13 685 + 32 706 + 82 on Total	LT LT RT LT RT
	TOTAL		

12 TOTAL

60600095 CLASS SI CONCRETE (OUTLET)

<u>CU YD</u>	LOCATION	* (To be use	ed with Concrete Gutter, Type A with Flume Detail)
<u>3.3</u> 3.3	IL 84 Sta 66 TOTAL	54 + 40	LT

66700305 PERMANENT SURVEY MARKER, TYPE II

LOCATION * (Have 2 Monuments located within limits see Surveys for locations) <u>EACH</u>

- IL 84
- 14 As Directed by the Resident and Chief of Surveys
- TOTAL 14

70103815 TRAFFIC CONTROL SURVEILLANCE

- CAL DA LOCATION
 - **JL 84**
 - 20 As Needed & Directed by the Resident
 - 20 TOTAL

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 22 of 72

Schedule of Quantities

70300100 SHORT TERM PAVEMENT MARKING

FOOT	LOCATION * (4 Applications - Milled Surface, Prime, Binder, & Surface)
30,020.0 56.0 102.4 <u>227.2</u> 30,405.6	IL 84YellowSta546 + 60 - 1297 + 10Centerline Skip Dash@ 94th Ave NDouble Yellow - Centerline @ 2 Stripes@ 157th Ave NDouble Yellow - Centerline @ 2 Stripes@ 157th Ave NDouble Yellow - Median @ 4 StripesYellow TotalYellow - Median @ 4 Stripes
48.0 88.0 528.0 360.0 528.0 <u>2,000.0</u> 3,552.0	IL 84WhiteSta576 + 38 - 578 + 94Diagonal Shoulder Stripe RT - No Parking Area@ 94th Ave NRT Turn Lane @ 2 Stripes@ 94th Ave NStop Bar @ 3 Strips@ 129th Ave N - RTStop Bar @ 3 Strips@ 157th Ave N - RTStop Bar @ 3 StripsAs Needed & Directed by the Resident (Arrows, Shoulder Diagonals, Contigency)White Total
33,957.6	TOTAL

70301000 WORK ZONE PAVEMENT MARKING REMOVAL

<u>SQ FT</u>	LOCATION * (Removal of Short-Term on Si	urface Only)
2,501.7 4.7 8.5 <u>18.9</u> 2,533.8	@ 94th Ave N Doub	w erline Skip Dash de Yellow - Centerline @ 2 Stripes de Yellow - Centerline @ 2 Stripes de Yellow - Median @ 4 Stripes
4.0 7.3 44.0 30.0 44.0 166.7 296.0	@ 94th Ave N RT T @ 94th Ave N Stop @ 129th Ave N - RT Stop	onal Shoulder Stripe RT - No Parking Area furn Lane @ 2 Stripes Bar @ 3 Strips Bar @ 3 Strips Bar @ 3 Strips Bar @ 3 Strips
2,829.8	TOTAL	

78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS

<u>SQ FT</u>	LOCATIC	<u>N</u>		
51.4 51.4 15.6 <u>15.6</u> 134.0	IL 84 Sta Sta Sta Sta TOTAL	577 + 10 578 + 35 705 + 30 705 + 95	RT RT	White "NO PARKING" "NO PARKING" RT Turn Arrow RT Turn Arrow

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 23 of 72

78000200 THERMOPLASTIC PAVEMENT MARKING - LINE 4"

FOOT LOCATION

140 256 425	IL 84 @ 94th Ave N @ 157 th Ave N @ 157 th Ave N	Yellow Double Yellow No Pass Double Yellow No Pass Double Yellow - Painted Median	
821	TOTAL		

78000500 THERMOPLASTIC PAVEMENT MARKING - LINE 8"

FOOT LOCATION

	IL 84	576 + 38		578 + 94	White RT - Painted Edge Lines for No Parking Area
536	Sta	570 + 50	-	+ • -	_
110	Sta	705 + 13	-	706 + 23	RT Turn Lane
92	@ 94th A	Ave N			Painted Island
134	@ 157 th	n Ave N			Painted Island
872	TOTAL				

78000600 THERMOPLASTIC PAVEMENT MARKING - LINE 12"

<u>F00T</u>	LOCATION	
<u> </u>	IL 84 @ 94th Ave N Yellow Total	Yellow Painted Median Diagonals
165 28 <u>125</u> 318	Sta 576 + 38 - 578 + 94 @ 94th Ave N @ 157 th Ave N <i>White Total</i>	White Painted Diagonals for No Parking Area Painted Island Diagonals Painted Island Diagonals
370	TOTAL	

78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"

FOOT LOCATION

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	1L 84	White
14	@ 94th Ave - RT	Stop Bar
30	@ 94th Ave - RT	Stop Bar
30	@ 129th Ave N - RT	Stop Bar
16	@ 157th Ave N - RT	Stop Bar
28	@ 157th Ave N - RT	Stop Bar
118	TOTAL	

78001110 PAINT PAVEMENT MARKING - LINE 4"

<u>F00T</u>	LOCATION	* (2 Applications)
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	IL 84				White
150,100	Sta	546 + 60		1297 + 10	EOP - LT
150,100	Sta	546 + 60	-	1297 + 10	EOP -RT
300,200	White To	otal			

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FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 24 of 72

Schedule of Quantities

78001110 PAINT PAVEMENT MARKING - LINE 4"Continued

<u>FOOT</u>	LOCATI	<u>ON</u> * (2 Aj	pplic	ations)	
	IL 84				Yellow
265	Sta	546 + 60	-	547 + 66	No Pass LT & Skip Dash
3,063	Sta	547 + 66	-	608 + 90	Skip Dash
1,848	Sta	608 + 90	-	616 + 30	No Pass RT & Skip Dash
212	Sta	616 + 30	-	620 + 52	Skip Dash
1,585	Sta	620 + 52	-	626 + 86	No Pass LT & Skip Dash
6,970	Sta	626 + 86	-	644 + 28	Double Yellow No Pass
1,584	Sta	644 + 28	-	650 + 62	No Pass LT & Skip Dash
2,403	Sta	650 + 62	-	698 + 66	Skip Dash
3,802	Sta	698 + 66	-	708 + 17	Double Yellow No Pass
793	Sta	708 + 17	-	711 + 34	No Pass LT & Skip Dash
1,505	Sta	711 + 34	-	741 + 43	Skip Dash
1,452	Sta	741 + 43	-	747 + 24	No Pass RT & Skip Dash
6,548	Sta	747 + 24	-	763 + 61	Double Yellow No Pass
1,452	Sta	763 + 61	-	769 + 42	No Pass LT & Skip Dash
2,799	Sta	769 + 42	-	825 + 38	Skip Dash
2,772	Sta	825 + 38	-	836 + 47	No Pass RT & Skip Dash
845	Sta	836 + 47	-	88 + 58	Double Yellow No Pass
2,509	Sta	88 + 58	-	848 + 62	No Pass LT & Skip Dash
608	Sta	848 + 62	-	860 + 76	Skip Dash
2,376	Sta	860 + 76	-	870 + 26	No Pass RT & Skip Dash
2 377	Sta	870 + 26	-	879 + 77	No Pass LT & Skip Dash
2.244	Sta	879 + 77	-	924 + 65	Skip Dash
1,188	Sta	924 + 65	-	929 + 40	No Pass RT & Skip Dash
14,573	Sta	929 + 40	-	965 + 83	Double Yellow No Pass
1,452	Sta	965 + 83	-	971 + 64	No Pass LT & Skip Dash
13,332	Sta	971 + 64	-	1238 + 28	Skip Dash
2,773	Sta	1238 + 28	-	1249 + 37	No Pass RT & Skip Dash
2,772	Sta	1249 + 37	-	1260 + 46	No Pass LT & Skip Dash
1,833	Sta	1260 + 46	÷	1297 + 10	Skip Dash
87,935	Yellow	Total			

388,135 TOTAL

78100100 RAISED REFLECTIVE PAVEMENT MARKER

EACH LOCATION

Two-Way Amber

IL 84 940 Sta 940 Sub-To

Sta 546 + 60 - 1297 + 10 80' o.c. Sub-Total

One-Way Crystal

<u> </u>	IL 84 Sta Sub-Total	-	706 + 23	40' o.c RT Turn Lane
944	TOTAL			

FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 25 of 72

78300200 RAISED REFLECTIVE PAVEMENT MARKER REMOVAL

<u>EAÇH</u>	LOCATIC	<u> </u>			
944	IL 84 Sta TOTAL	546 + 60	-	1297 + 10	(Mainline & RT Turn Lane to 94th Ave N)

X2800400 PERIMETER EROSION BARRIER, SPECIAL

<u>F00T</u>	LOCATIO	<u> NC</u>	* ((To b	eυ	ised w	<i>ith</i>	Dist S	itd 8.4)
	IL 84								
100	Sta	581	+	82	-	582	+	82	LT
60	Sta	586	+	00	-	586	+	60	RT
35	Sta	587	÷	70	-	588	÷	5	RT
110	Sta	859	÷	46	-	860	+	56	RT
50	Sta	859	•	75		860		25	LT
200	As Need	ed & [Dire	cted	by	the R	esic	lent	
555	TOTAL								

X6062700 CONCRETE GUTTER, TYPE A (SPECIAL)

LOCATION <u>FOOT</u>

150

IL 84 As Needed & Directed by the Resident (To be used to Repair Damaged Sections) TOTAL 150

X6300130 STEEL PLATE BEAM GUARDRAIL, TYPE A (SPECIAL)

* (To be used with Dist Std 8.4) LOCATION FOOT

IL 84 100 As Needed & Directed by the Resident 100 TOTAL

Z0014800 CULVERT TO BE CLEANED

LOCATION <u>FOOT</u>

IL 84 775 + 50 (5' x 2' Box Culvert) Sta 65 Sta 847 + 25 (3' x 2' Box Culvert) 85 TOTAL 150

Z0028415 GEOTECHNICAL REINFORCEMENT

LOCATION <u>SQ YD</u>

IL 84 75 As Needed & Directed by the Resident (for Full-Depth Pavement Patching) 75 TOTAL

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Z0028700 GRANULAR SUBGRADE REPLACEMENT

CU YD LOCATION

IL 84

13 As Needed & Directed by the Resident (for Full-Depth Pavement Patching)

13 TOTAL

Z0034105 MATERIAL TRANSFER DEVICE

- TON LOCATION
- IL 84 30,313 As Directed by the Resident (Surface and LB) 30,313 TOTAL

Z0040315 PILOT CAR

DAY LOCATION

IL 84 10 As Needed & Directed by the Resident 10 TOTAL

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EAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 27 of 72

lncidental Hot-Mix Asphalt Surfacinα	201190118	Ton																																															0
Hot-Mix Asphalt Surface Course, Mix "D". N50		Ton	18.2	133.51	46.1	9.7	106.8	313.0	88.6	80.1	148.0	691.6	567.8	34.0	18.2	154.1	51.0	434.4	239.0	83.7	86.1	82.5	88.6	17.0	66.7	83.7	98.3	69.2	75.2	453.8	18.2	549.6	18.2	152.9	340.7	18.2	109.4	1340.7	262.1	18.2	86.9	18.2	411.3	18.2	321.3	18.2	547.9	286.3	3.6
Hot-Mix Asphalt Surface Course, Mix "C", N50		Ton																							-																								
Leveling Binder (Machine Method), N50	202	Ton	19.4	0.98	30.7	6.5	71.2	208.7	59.0	53.4	98.7	461.1	378.6	22.6	12.1	102.7	34.0	289.6	159.4	55.8	57.4	55.0	59.0	11.3	44.5	55.8	65.5	46.1	50.2	302.5	12.1	366.4	12.1	101.9	227.1	12.1	73.0	893,8	174.7			12.1	274.2	12.1	214.2	12.1	365.3	190.9	2.4
Agg Prime Coat	100	Ton	 0 33	2.38	0.82	0.17	1.91	5.59	1.58	1.43	2.64	12.35	10.14	0.61	0.33	2.75	0.91	7.76	4.27	1.50	1.54	1.47	1.58	0.30	1.19	1.50	1.76	1.24	1.34	8.10	0.33	9.82	0.33	2.73	6.08	0.33	1.95	23.94	4.68	0.33	1.55	0.33	7.35	0.33	5.74	0.33	9.78	5.11	0.07
Bit Materials Prime Coat	(2 Applications)	Ton	0.12	0.91	0.31	0.07	0.73	2.13	0.60	0.55	1.01	4.71	3.87	0.23	0.12	1.05	0.35	2.96	1.63	0.57	0.59	0.56	0.60	0.12	0.45	0.57	0.67	0.47	0.51	3.09	0.12	3.74	0.12	1.04	2.32	0.12	0.75	9.13	1.78	0.12	0.59	0.12	2.80	0.12	2.19	0.12	3.73	1.95	0.02
		Sq Yd	2187	1.588.9	548.9	115.6	1,271.1	3,726.7	1,054.4	953.3	1,762.2	8,233.3	6,760.0	404.4	216.7	1,834.4	606.7	5,171.1	2,845.6	996.7	1,025.6	982.2	1,054.4	202.2	794.4	996.7	1,170.0	823.3	895.6	5,402.2	216.7	6,543.3	216.7	1,820.0	4,056.0	216.7	1,302.9	15,961.1	3,120.0	216.7	1,034.2	216.7	4,896.7	216.7	3,824.9	216.7	6,523.1	3,408.9	43.3
Proposed		Width	20	28	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	26	9Z	26	26	26	26	26	26	26	26	26	26
l en d h	rengin	I	75	550	190	40	440	1290	365	330	610	2850	2340	140	75	635	210	1790	985	345	355	340	365	20	275	345	405	285	310	1870	75	2265	75	630	1404	75	451	5525	1080	75	358	75	1695	75	1324	75	2258	1180	15
n Den Den Den	Kemarks			ARREVENT OUN	18th St - RT	18th St - LT	17th St - RT	14th St - LT & RT	13th St LT & RT	12th St LT & RT	11th St LT & RT	High St. / PE - LT	Barber Creek Rd RT		VD HMA Rem / Type A	Buchanan St LT & R.T	Polk St RT	Quarry St LT	Lynn St LT	Cherry St LT & RT	Walnut St LT & RT	Hickory St LT	Taylor Dr LT	Taylor Dr RT	Rock River St LT	Oak St LT	Elm - LT & Prairie - RT	Graham St RT	Aghes - LT & 94th - RT	11st St RT	VD HMA Rem / Type A		VD HMA Rem / Type A	N. Shore Dr LT		VD HMA Rem / Type A	115th Ave N - LT & RT	129th Ave N - RT		VD HMA Rem / Type A		VD HMA Rem / Type A		VD HMA Rem / Type A		VD HMA Rem / Type A	Ash Ln RT	Sunset Dr RT	13th Ave S - LT
		<u> </u>		- i -	554 + 75	•	+	+	· +		 +	+	637 + 40	+	+	645 + 90	648 + 0	665 + 90	675 + 75	679 + 20	682 + 75	+	689 + 80	690 + 50	+	696 + 70	+	+	706 + 70	725 + 40	+	748 + 80	+	755 + 85	769 + 89	770 + 64	775 + 15	830 + 40	841 + 20	841 + 95	+	846 + 28	+	+	+	+	÷	912 + 35	+
	Location		Пe	+ +	54/ + 33 - 55 + 85 -	- 42	- +	• +	+ 45	; e	+	20 +	+	+	8 +	639 + 55 -	645 + 90 -	648 + 0 -	665 + 90 -	675 + 75 -	+	682 + 75 -	686 + 15 -	+	+	+	696 + 70 -	+	- 09 + 60	+	+	726 + 15 -	+	4	755 + 85 -	+	770 + 64 -	+	830 + 40 -	841 + 20 -	+	845 + 53 -	- 1	÷	+	+	÷.	+ 55	912 + 35 -
			IL 84 - M2	au あざ	в п 5 0	j t					re あ	Sta Sta	e あ	ದ ರು	e あ	ста Ста	a び	в Ю	Sta	а Ю	Sta Sta	в Б	в Ф	е М	в С	ы Суа	e な	。 の	a び	Sta	Sta Sta	а あ	е Ха	Sta	Sta Sta	භ හි	e あ	Sta Sta	е Ø	еŊ.	e あ	е Х	о Ю	С, С, С,	ы С	ст Ста	ста С	в Ф	ста Ста

Cloarent Constant			HOT-I	HOT-MIX A	SPHAL	SPHALT SCHEDULE	DULE				Rock Island County Contract No. 64G76 Sheet 28 of 72	
$ \begin{array}{ c c c c c c c c c c c c c c c c c c c$							-	* 40600300* *	*** 40600625***	***40603310***	*** 40603335***	*** 40800050***
Note Note <th< th=""><th>Location</th><th></th><th>Remarks</th><th>Length</th><th>Prop</th><th>osed ace</th><th>Bit Materials Prime Coat</th><th>Agg Prime Coat</th><th>Leveling Binder (Machine Method), N50</th><th>Hot-Mix Asphalt Surface Course, Mix "C", N50</th><th>Hot-Mix Asphalt Surface Course, Mix "D", N50</th><th>Incidental Hot-Mix Asphalt Surfacing</th></th<>	Location		Remarks	Length	Prop	osed ace	Bit Materials Prime Coat	Agg Prime Coat	Leveling Binder (Machine Method), N50	Hot-Mix Asphalt Surface Course, Mix "C", N50	Hot-Mix Asphalt Surface Course, Mix "D", N50	Incidental Hot-Mix Asphalt Surfacing
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$					Width	Sq Yd		Топ	Ton	Ton	Tan	Ton
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	04.0 FO	+		3000	26	8.666.7	4.96	13.00	485.3		728.0	
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	842 + 50 - 942 + 50 -	+	Butt Jaint	75	26	216.7	0.12	0.33	12.1		18.2	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	943 + 25 -	+	Culvert Omission	240	26	693.3						
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	945 + 65 -	÷	Butt Joint	75	26	216.7	0.12	0.33	12.1		18.2	
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	946 + 40 -	+ 75		635	26	1,834.4	1.05	2.75	102.7		154.1	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	952 + 75 -	+ 20	O HMA Rem / PCC Island	75	26	216.7	0.12	0.33			18.2	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	953 + 50 -	• +	11st - LT & 157th - RT		20 50	1,8/7.8	1.07	2.82			7.761	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	- 0 + 096	+ 75	O HMA Rem / PCC Island		07 H	1 021 1	1.12	0.00 7 88			1614	
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	960 + 75 -	+ •	1214 Spruce UL - KI		92	10 2211 12 77 R	202	18 42			1031.3	
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	967 + 40 - 1000 - 00 -	+ 30 7,4 1,4	1/100 AVE N - LI & KI 178th Ave N - IT & RT	2785	28	8.045.6	4.60	12.07			675.8	
1 <td>1037 + 75 -</td> <td>2 3</td> <td>192th Ave N - LT & RT</td> <td>5675</td> <td>58</td> <td>16,394.4</td> <td>9.38</td> <td>24.59</td> <td></td> <td></td> <td>1377.1</td> <td></td>	1037 + 75 -	2 3	192th Ave N - LT & RT	5675	58	16,394.4	9.38	24.59			1377.1	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	1094 + 50 -	; 0 ; +	206th Ave N - LT & RT	5650	26	16,322.2	9.34	24.48			1371.1	
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	1151 + 0 -	P +	222nd Ave N - LT	5600	26	16,177.8	9.25	24.27			1358.9	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	1207 + 0 -	+ 25		4225	26	12,205.6	6.98	18.31			1025.3	
$ \begin{array}{c c c c c c c c c c c c c c c c c c c $	1249 + 25 -	+	VD HMA Rem / Type A	75	28	216.7	0.12	0.33			18.2	
3 + 80 730 26 710 600 730 600 730 600 730 75 216 710 8800	1250 + 0 -	- 		890	207	7.1.16,2	1.47	0.00			210,0	
$3 + 35 - 1237 + 10$ End l But Joint 55 26.7 0.12 0.33 12.1 18.2 Removal (8° Thick) See Default 26 4 20.3 12.1 0.33 12.1 18.2 Removal (8° Thick) See Default 26 4 20.3 6.5 6.5 10 11.2 73.4 18.2 $8 + 42^{\circ} - 599 + 10$ RT 56 4 20.2 6.5 <	1258 + 90 - 1256 + 55	+ 65	VU HWA Kem / Iype A	67 10792	26	10.602.2	0.12 6.06	15.90			890.6	
$ \begin{array}{cccccccccccccccccccccccccccccccccccc$	1208 4 00 -	+ +	End / Butt Joint	75	26	216.7	0,12	0.33			18.2	
Remova (g ⁻ Thick) See Detail 9 0 25.4 1 $8 + 63 - 577 + 12$ RT 55 4 9.7 25.4 7.2 $8 + 63 - 577 + 12$ RT 55 4 20.2 65 7.2 $8 + 63 - 577 + 12$ RT 56 4 20.2 65.3 0.7 $8 + 63 - 572 + 13$ LT 7.3 4 22.4 6.6 6.6 $4 + 55$ 1910.1RT 35 20 173.8 0.03 0.08 6.7 $4 + 55$ 1810.5RT 35 20 173.8 0.10 0.26 6.7 $5 + 15$ 1810.5RT 35 20 173.8 0.10 0.26 6.1 $5 + 15$ 1810.5RT 35 24 37.8 0.10 0.26 6.4 6.6 $5 + 50$ 1810.5TT 35 24 37.6 0.20 0.54 6.4 6.4 6.6 6.6 6.6 6.6 6.6 6.6	1230 1 00	-										
9 + 0 - 571 + 4 RT 504 4 907 754 754 77 754 725 725 725 725 725 725 725 725 725 725 725 725 725 725 725 725 725 725 865	- EOP Removal	:k)	See Detail									
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	569 + 0 -	+	RT	204	4	90.7			25.4			
8 $+$ 42° 596 $+$ 20.2 6.2 6.2 1 $+$ 40° 572 13 17 50° $+$ 20.2 9.1 2 $+$ 572 13 17° 53° 16 56.3 0.03 0.03 9.1 2 $+$ 75 1305.17 35 26 173.8 0.10 0.26 9.1 6 15 $1405.1.7$ 35 20 173.8 0.10 0.26 9.1 6 10 $1305.1.7$ 35 20 173.8 0.10 0.26 6 10 10.8 0.10 0.26 0.10 0.26 6 40 $1345.1.7$ 35 24 357.8 0.20 0.54 6 10 $1385.1.1.6.1.7$ 35 24 357.8 0.20 0.54 6 10 $1386.1.7$ 35	571 + 54 -	+	RT	58	4	20.0			2')			
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	598 + 42 - 573 + 83	+│+	- H	20	+ ₹	20.0			6.5			
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$	571 + 40 -	• +		73	4	32.4			.6			
$ \begin{array}{c ccccccccccccccccccccccccccccccccccc$												
522 85 1411 SL. RT 35 10 $9.0.3$ $0.0.0$ 0.00 0.0				1	4	C L						
559 + /5 infinitional 35 20 173.8 0.10 0.27	552 +		19th St RT	35	10 10		0.03	0.08				76
555 15 100 SL-LI 35 24 178.8 0.10 0.27 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.27 0.10 0.24	554 +		1811 31 KI	20	2			07'0 80 0				46
538 4 50 1410 filtsl-LT&RT 55 24 556 10 54 10 1410 filtsl-LT&RT 55 24 556 10 54 10 1410 filtsl-LT&RT 55 24 556 10 54 10 154 11 651 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 10 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 11 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 11 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 11 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 11 12 kB tiltsl-LT&RT 35 22 357.8 0.20 0.54 11 12 kB tiltsl-LT&RT 35 22 357.8 0.10 0.26 11 12 kB tiltsl-LT&RT 35 20 17 kB tiltsl-LT&RT 25 24 357.8 0.10 0.26 0.10 0.26 0.11 12 kB tiltsl-LT&RT	000 + -		18th St - L1	00 92	22							25
576 10 13th St LT & RT 35 22 357.8 0.20 0.54 1 579 40 f2th St LT & RT 35 24 357.8 0.20 0.54 1 1 565 50 11th St LT & RT 35 24 357.8 0.20 0.54 1 1 665 40 12th St LT & RT 35 20 347.6 0.20 0.52 1 1 1 637 40 Barber Cleek Rd RT 35 20 347.6 0.20 0.54 1 <t< td=""><td>+ + 623</td><td></td><td></td><td>35</td><td>54</td><td></td><td></td><td></td><td></td><td></td><td></td><td>20.</td></t<>	+ + 623			35	54							20.
579 4 0 12th St. LT & RT 35 24 357.8 0.20 0.54 1 1 685 50 11th St LT & RT 35 20 347.6 0.20 0.52 1 1 614 0 High St. / PE - LT 35 20 347.6 0.20 0.52 1 1 637 4 40 Baiber Creek Rd RT 35 20 173.8 0.10 0.26 1	576 +		13th St - I T & RT	35	22							50.
565 50 111h St LT & RT 35 20 347.6 0.20 0.52 1	+ 6/5		12th St - LT & RT	35	24							50.
614 + 0 High St. / PE - LT 35 20 173.8 0.10 0.26 0	585 +		11th St LT & RT	35	20							48,
637 4 40 Bather Creek Rd RT Omission 68 0	614 +		High St. / PE - LT	35	20							24.
645 + 90 Buchanen St LT & RT 25 24 268.0 0.15 0.40	637 +		Barber Creek Rd RT		Om ission							
648 ± 0 Polk St RT 25 20 85.1 0.05 0.13	645 + 9		Buchanan St LT & RT	25	24		0.15					37.
665 + 90 Quarry StLT 25 24 134.0 0.08 0.20 6/75 + 75 Lynn StLT 25 24 134.0 0.08 0.20 6/7 + 20 Cherry StLT & 25 24 134.0 0.08 0.20 6/7 + 20 Cherry StLT & RT 25 24 268.0 0.15 0.40 682 + 75 Walmut StLT & RT 25 24 268.0 0.16 0.40 688 + 15 Hickory StLT 25 24 134.0 0.08 0.20	648 +		Polk St RT	25	20	85.1						11.
6/5 7 Lynn StLT 25 24 134.0 0.08 0.20 0.20 679 + 20 Cherry StLT & RT 25 24 268.0 0.15 0.40 </td <td>665 +</td> <td>-</td> <td>Quarry St LT</td> <td>25</td> <td>24</td> <td>134,0</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td>18</td>	665 +	-	Quarry St LT	25	24	134,0						18
679 + 20 Cherry St L1 & R1 25 24 268.0 0.15 0.40 682 + 75 Walnut St LT & RT 25 24 268.0 0.15 0.40 682 + 15 Hickory St LT 25 24 268.0 0.15 0.20 686 + 15 Hickory St LT 25 24 134.0 0.008 0.20 689 + 80 Taylor Dr LT 25 24 134.0 0.05 0.13 680 + 50 Taylor Dr LT 25 24 134.0 0.05 0.13 1	675 +		Lynn St LT	25	24	134.0						18.
032 1 73 Value 23 24 205.0 0.13 0.40 686 4 15 1 Hickory StLT 25 24 134.0 0.08 0.20 689 4 0 1 20.5 24 134.0 0.05 0.13 689 5 0 134.0 0.05 0.13 1 1 689 5 0 134.0 0.05 0.13 1 1	6/3 +	_	Cherry St LI & KI	22	24	268.0						31.
000 + 100 0.120 0		_	VValnut St LI & KI	67 20	24	268.0	-					, 12 12
600 + 50 1 Taylor D E1 25 24 134.0 0.08 0.10	+ +			27	47 00	104.U						
	- + U69	-	Tavlor Dr RT	25	24	134.0	0.0				-	

FAP 308 (IL 84) Section (110,111)RS-3

River St LT 25 River St LT 25 A St LT 25 T & Praintie - RT 25 ak St LT 25 ak St LT 25 ak St LT 25 ak St LT 25 ak St RT 25 hore Dr LT 25 bore Dr LT 25 Sh Ln RT 25 Sh Ln RT 25 Sh Ln RT 25 Sh Ln RT 25 Nore N LT 25 Nore N LT 25 Nore N LT 35 Ver N LT 36 KT 160 RT 170 RT 160 RT 170 <	Interfactor Interfactor <thinterfactor< th=""> <thinterfactor< th=""></thinterfactor<></thinterfactor<>		·	HOT-	HOT-MIX A	SPHAL	SPHALT SCHEDULE	DULE				Beck Island County Contract No. 64676 Sheet 29 of 72	2 2 2
Image: contract in the	Matrix Function And Function And								**40600300**	*** 40600625***	*** 40603310***	*** 40603335***	*** 40800050***
With Series With Series Math Series Ton Ton<	Mith Series Ton Ton Ton Ton Ton Ton Redefinerst. L 25 24 1340 0.08 0.30 0.00	Local	tion	Remarks	Length	Prop Sur	lo sed face	Bit Materials Prime Coat	Agg Prime Coat	Leveling Binder (Machine Method), N50	Hot-Mix Asphalt Surface Course, Mix "C", N50	Hot-Mix Asphalt Surface Course, Mix "D", N50	Incidental Hot-Mix Asphalt Surfacing
Rock River SL Zi T34,0 0.08 0.20 0.00 0.20	Field fiber (SL - IT) 25 24 134.0 0.08 0.20 0.01 0.20 0.21 <th0.21< th=""> 0.21 0.21<th></th><th></th><th></th><th></th><th>Width</th><th>क्ष ४व</th><th>Ton</th><th>Ton</th><th>Ton</th><th>Ton</th><th>Ton</th><th>Ton</th></th0.21<>					Width	क्ष ४व	Ton	Ton	Ton	Ton	Ton	Ton
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Emil Tiel Arrier Early Life Arrier <thearly arrier<="" life="" th=""> Early Life Arrier</thearly>	Emiliant	693 +		Rock River St LT	22	24	134.0	0.08	02.0				18.8
Latt Refine Lit Lit <thlit< th=""> Lit <thlit< th=""> <thli< td=""><td>Image: State State</td><td>696 +</td><td></td><td></td><td></td><td>47</td><td>134.0</td><td>00'0</td><td>0.20</td><td></td><td></td><td></td><td>18.8</td></thli<></thlit<></thlit<>	Image: State	696 +				47	134.0	00'0	0.20				18.8
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Autor. Fit 25 73.0 73.0 73.0 73.0 73.0 73.0 73.1	Aller Aller <th< td=""><td>102 +</td><td></td><td></td><td>75 8.05</td><td>202</td><td>851.0</td><td></td><td>1 28</td><td></td><td></td><td></td><td>11.3</td></th<>	102 +			75 8.05	202	851.0		1 28				11.3
N. Since Di-LT 25 20 65.1 0.05 0.11 Film Awar N-LT 25 20 65.1 0.05 0.13 0.13 Film Awar N-LT 25 20 65.1 0.05 0.13 0.13 Tablith - RT 25 20 65.1 0.06 0.13 0.13 Sumst Di RT 25 20 65.1 0.06 0.13 0.13 Sumst Di RT 25 20 65.1 0.06 0.13 0.13 Sumst Di RT 25 20 65.1 0.06 0.13 0.13 Sumst Di RT 25 20 65.1 0.06 0.13 0.13 Sumst Di RT 25 24 3.36 0.14 0.14 0.14 Sumst Di RT 35 24 2.264 0.19 0.44 0.14 Sumst Di RT 35 24 0.30 0.44 0.44 0.14 Sumst Di RT 35 24 0.30	N. Showen-V.T. Zie Dial Dist Dial Dial <thdial< th=""> Dial <thdial< th=""> Dial Dial</thdial<></thdial<>	+ 201			25 25	22	134.0	800	0.00				101
111 111 <td>1130 American 25 20 6772 0.00 0.03 Ren Survers 55 20 6071 0.05 0.03 <td< td=""><td>755 +</td><td></td><td>N Shore Dr _ I T</td><td>22</td><td>20</td><td>85.1</td><td>0.05</td><td>0.13</td><td></td><td></td><td></td><td>11.9</td></td<></td>	1130 American 25 20 6772 0.00 0.03 Ren Survers 55 20 6071 0.05 0.03 <td< td=""><td>755 +</td><td></td><td>N Shore Dr _ I T</td><td>22</td><td>20</td><td>85.1</td><td>0.05</td><td>0.13</td><td></td><td></td><td></td><td>11.9</td></td<>	755 +		N Shore Dr _ I T	22	20	85.1	0.05	0.13				11.9
ElmsShore Dr. LT 25 20 65.1 0.05 0.13 0.03	Emissions Dr IT 25 20 651 0.05 0.13 0.13 0.13 0.14 <th0.14< th=""> <th0.14< th=""> <th0.14< th=""></th0.14<></th0.14<></th0.14<>	+ 100 + 177		1 115th Ave N - I T & RT	25	20	170.2	0.10	0.26				73.8
1 129h Ave N. RT 50 86 10.0 0.13 0.06 <th0.11< th=""> 0.06 0.16 <</th0.11<>	Table Mon. No. 50 20 40.7 0.23 0.60 0.13 0.14 0.13 0.14	195 +		Elm Shore Dr LT	25	20	85.1	0.05	0.13				11.9
AshlnRT 25 20 85.1 0.05 0.13 0.13 0.13 SunselD:-RT 25 24 134.0 0.06 0.20 0.13 0.13 0.13 SunselD:-RT 25 24 256.7 0.06 0.20 0.33 0.44 0.14 0.44	ARIL ARIL Z 20 65.1 0.05 0.13 0.05 0.13 0.05	830 +		129th Ave N - RT	50	26	402.7	0.23					56.4
1300 Action L- RT 256 240 95.1 0.05 0.13 0.14 0.13 0.14 0.11 0.14 0.11	Isurate L: Zis 20 65.1 0.05 0.13 0.05 0.13 0.05 0.13 0.05 0.13 0.05 0.13 0.05 0.13 0.13 0.05 0.13 0.14 0.13 0.14 0.13 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.14 0.11 0.14 0.11 0.14 0.11 0.14 0.11 0.14 0.11 0.14 0.11 0.14 0.11 0.14 0.11	+ 006	2	Ash Ln RT	25	20	85.1	20.05					11.9
Int. Tath. New S-LT ZS A D34.0 0.08 0.29 D D D Int. Tath. New S-LT ZS	1111-11.1 1211.0-05.LT 25 24 126.1 0.05 0.20 0.13 0.14	912 +	5	Sunset Dr RT	25	20	85.1	0.05					11.9
Itst-Ira Rine 12: 23:05 1:12: 1:23:05 1:12: 1:23:05 1:23:05 1:12: 1:23:05 <th1:23:05< th=""> 1:23:05 <th1:23:0< td=""><td>114-LT 28 2/26.7 1.28 3.36 3.37 <</td><td>912 +</td><td>0</td><td>13th Ave S - LT</td><td>25</td><td>24</td><td>134.0</td><td>0.08</td><td></td><td></td><td></td><td></td><td>18.8</td></th1:23:0<></th1:23:05<>	114-LT 28 2/26.7 1.28 3.36 3.37 <	912 +	0	13th Ave S - LT	25	24	134.0	0.08					18.8
New Biller Spruce Dr. RT 25 20 65.1 0.05 0.13 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.4 0.19 0.44 1711h Aven V. 17.8 RT 35 24 326.7 0.09 0.24 327 1711h Aven V. 17.8 RT 327	Number Elles 240 95.1 0.05 0.13 0.14 <th0.11< th=""> 0.14 0.14 <t< td=""><td>954 +</td><td>5</td><td>11st - LT & 157th - RT</td><td>25 & 270</td><td>26</td><td>2,236.7</td><td>1.28</td><td></td><td></td><td></td><td></td><td>313.1</td></t<></th0.11<>	954 +	5	11st - LT & 157th - RT	25 & 270	26	2,236.7	1.28					313.1
171th Aren N - LT & RT 35 24 326.4 0.19 0.49 0.49 192th Aren N - LT & RT 35 24 336.4 0.19 0.44 0.49 0.44	I 77th Aren -LT & RT 35 24 326.4 0.19 0.49 0.49 0.49 I 78th Aren -LT & RT 35 24 326.4 0.19 0.41 0.41 <t< td=""><td>+ 296</td><td>0</td><td>Blue Spruce Dr RT</td><td>25</td><td>20</td><td>85.1</td><td>0.05</td><td></td><td></td><td></td><td></td><td>11,9</td></t<>	+ 296	0	Blue Spruce Dr RT	25	20	85.1	0.05					11,9
178h Aree N-LT & RT 35 24 326.4 0.19 0.49 0.49 1 105h Aree N-LT 35 24 356.4 0.19 0.49 0.49 1 <td>177Bh Aren N-LIT & RT 35 24 326.4 0.19 0.41 0.49 0.41<td>1009 +</td><td>0</td><td>171th Ave N - LT & RT</td><td>35</td><td>24</td><td>326.4</td><td>0.19</td><td>0.49</td><td></td><td></td><td></td><td>45.7</td></td>	177Bh Aren N-LIT & RT 35 24 326.4 0.19 0.41 0.49 0.41 <td>1009 +</td> <td>0</td> <td>171th Ave N - LT & RT</td> <td>35</td> <td>24</td> <td>326.4</td> <td>0.19</td> <td>0.49</td> <td></td> <td></td> <td></td> <td>45.7</td>	1009 +	0	171th Ave N - LT & RT	35	24	326.4	0.19	0.49				45.7
12th Aven -LT & RT 35 24 326.4 0.19 0.49 0.49 22End Aven -LT 35 24 326.4 0.19 0.49 12 22End Aven -LT 35 24 526.4 0.09 0.24 14 22End Aven -LT 35 24 535.4 0.09 0.24 14 22End Aven -LT 35 24 535.4 0.09 0.24 14 400 RT 269 0.07 0.07 14 14 + 90 RT 511 3 170.3 0.06 14 14 + 61 LT 291 5 161.7 0.05 2.26 2.36 + 78 LT 291 5 161.7 0.05 2.26 2.36 + 78 LT 341 8 30.12 2.36 4.14 + 78 LT 190 5 10.5 2.36 4.14 + 78 RT 47.2 <	192th/AreN - LT&RT 35 24 356.4 0.19 0.41 0.41	1037 +	5	178th Ave N - LT & RT	35	24	326.4	0.19	0.49				45.7
206th Ave N-LT & RT 35 24 326.4 0.19 0.49 0.49 222nd Ave N-LT 35 24 163.2 0.09 0.024 0.9 0.24 222nd Ave N-LT 35 24 163.2 0.09 0.024 0.9 0.24 + 23 LT 263 0.09 0.07 9 32.7 + 94 Striped"No Parking"-RT 256 10 296.7 0.09 0.16 + 70 LT 281 3 10.13 0.05 41.1 1 23.6 + 70 LT 281 5 161.7 0.05 10.5 23.6 10.5 + 70 LT 281 6 16.7 0.05 14.18 74.7 0.05 23.6 14.24 16.5 14.8 14.24 14.24 14.24 14.24 14.24 14.3 14.24 14.24 14.24 14.24 14.24 14.24 14.24 14.24 14.24 14.24 14.24 <td>Zoldit Aren N - LT & RT 35 24 326.4 0.19 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.44 <th0.4< th=""> <th0.4< th=""> <th0.4< th=""></th0.4<></th0.4<></th0.4<></td> <td>1094 +</td> <td>0</td> <td>192th Ave N - LT & RT</td> <td>35</td> <td>24</td> <td>326.4</td> <td>0.19</td> <td>0.49</td> <td></td> <td></td> <td></td> <td>45.7</td>	Zoldit Aren N - LT & RT 35 24 326.4 0.19 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.49 0.44 <th0.4< th=""> <th0.4< th=""> <th0.4< th=""></th0.4<></th0.4<></th0.4<>	1094 +	0	192th Ave N - LT & RT	35	24	326.4	0.19	0.49				45.7
Z2Zhud Ave N-LT 35 24 153.2 0.09 0.24 153.2 0.09 0.24 153.2 0.09 0.24 153.2 0.09 227 0.01 227 0.01 227 0.01 223.8 0.01 223.8 0.01 223.6 0.01 223.3 0.01 223.6 0.01 227.7 223.6 223.8 223.8 0.01 223.6 23.6 23.6 10 223.6 23.6 10 223.6 23.6 10 223.6 10 223.6 10 223.6 10 223.6 10 223.6 10 23.7 23.6 10 23.7 23.6 10 23.7 23.6 10 23.7 23.6 10	Z2Zhd Ave N-LT 35 24 163.2 0.09 0.24 163.2 163.2 163.2 163.2 163.7 23.7 1 <th< td=""><td>1151 +</td><td>0</td><td>206th Ave N - LT & RT</td><td>35</td><td>24</td><td>326.4</td><td>0.19</td><td>0.49</td><td></td><td></td><td></td><td>45.7</td></th<>	1151 +	0	206th Ave N - LT & RT	35	24	326.4	0.19	0.49				45.7
+ 23 LT 263 8 233.8 0.07 32.7 32.7 41.1 + 90 RT 330 8 283.3 0.07 32.7 32.7 41.1 + 94 RT 330 8 283.3 0.08 41.1 41.1 + 94 Striped "No Parking"-RT 516 0.08 0.08 41.1 41.1 + 7 51 3 170.3 0.05 9.0 23.8 41.1 + 7 1 1 8 74.7 0.05 23.6 42.4 + 7 1 1 8 74.7 0.05 23.6 42.4 + 8 74.7 0.05 0.10 50.3 53.5 42.4 + 8 74.7 0.05 0.10 50.3 53.5 42.4 + 8 74.1 8 359.1 0.10 50.3 50.3	+ 23 LT 263 8 233.6 0.07 0.07 32.7 + + 90 RT 330 8 233.3 0.07 32.7 + + 90 RT 350 8 233.3 0.07 32.7 + + 61 7 0.05 0.06 9.11 32.7 + 41 LT 511 3 170.3 0.05 9.41 + 70 LT 291 5 161.7 0.05 22.6 + 70 LT 341 8 303.1 0.03 42.4 + 70 LT 190 5 105.6 0.03 42.4 + 63 RT 47.0 8 37.1 0.05 42.4 + 63 RT 47.0 8 37.1 50.3 + 63 RT 47.4 74.8 47.4 + 63 8 20.7 0.06 56.3 + 8 30.7 0.03 0.04 47.4 + 8 20.7 0.06 9.4 47.4 + 8 151.1 <	1207 +		222nd Ave N - LT	35	24	163.2	0.09	0.24				22.8
+ 23 LT 263 8 233.8 0.07 32.7 32.7 + 90 RT 330 8 233.8 0.08 41.1 + 94 Striped "No Parking"-RT 256 10 236.7 0.08 41.1 + 64 LT 291 5 161.7 0.05 236.6 40.1 + 74 LT 291 5 161.7 0.05 23.6 23.6 + 74 LT 291 5 161.7 0.05 23.6 23.6 + 74 0.12 0.02 10.5 23.6 10.5 23.6 + 74 0.02 0.03 74.7 0.02 23.6 10.5 + 74 1 1 1 1 23.6 10.5 + 8 71 8 35.1 10.5 10.5 + 8 7 1 10.6 1 142.4 + 8 7 10.5 0.06 1 <td>+ 23 LT 263 8 233.8 Untransition 32.7 32.7 + 90 RT 330 8 293.3 0.06 411 32.7 + 61 LT 511 3 170.3 0.06 411 411 + 78 LT 291 5 181.7 0.05 23.6 40.1 + 78 LT 291 5 181.7 0.05 23.6 40.1 + 78 LT 291 5 181.7 0.05 23.6 40.3 + 736 LT 190 5 165.1 0.02 14.1 22.6 + 61 RT 470 8 305.1 0.10 41.6 41.6 + 63 RT 170 8 21.1 0.10 50.3 50.3 + 64 RT 170 8 25.1 0.06 41.6 74.8 + 61 RT 170 8 20.4 14.8 14.8 14.8 + 53 RT 170 8 25.1 0.10</td> <td>II 24 - HMA Should</td> <td>ů.</td> <td></td> <td></td> <td></td> <td></td> <td>(1 Annlication)</td> <td></td> <td></td> <td></td> <td></td> <td></td>	+ 23 LT 263 8 233.8 Untransition 32.7 32.7 + 90 RT 330 8 293.3 0.06 411 32.7 + 61 LT 511 3 170.3 0.06 411 411 + 78 LT 291 5 181.7 0.05 23.6 40.1 + 78 LT 291 5 181.7 0.05 23.6 40.1 + 78 LT 291 5 181.7 0.05 23.6 40.3 + 736 LT 190 5 165.1 0.02 14.1 22.6 + 61 RT 470 8 305.1 0.10 41.6 41.6 + 63 RT 170 8 21.1 0.10 50.3 50.3 + 64 RT 170 8 25.1 0.06 41.6 74.8 + 61 RT 170 8 20.4 14.8 14.8 14.8 + 53 RT 170 8 25.1 0.10	II 24 - HMA Should	ů.					(1 Annlication)					
+ -00 R1 -00	+ 30 RT 330 8 283.3 0.00 9.01 7.2.5 8 7.2.1 7.2.6 7.1 7.2.6 7.1 7.2.6 7.1 7.2.6 7.1 7.2.6 7.2.6 7.2.6 7.2.6 7.2.6 7.2.6 7.2.6 7.2.6 7.2.6 <t< td=""><td></td><td></td><td></td><td>220</td><td>a</td><td>0 666</td><td></td><td></td><td></td><td>1.00</td><td></td><td></td></t<>				220	a	0 666				1.00		
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i 87 RT 404 8 359.1 0.10 10 50.3 i 61 RT 228 8 202.7 0.06 10 28.4 i 39 RT 170 8 151.1 0.04 21.2 i 59 RT 170 8 151.1 0.04 19.9 i 59 RT 160 8 142.2 0.04 19.9 i 50 8 142.2 0.04 19.9 19.9 i 57/th Ave N-LT & Rit 270 4 240.0 0.07 339.3 12,159.0 439.9	i + 87 RT 404 8 359.1 0.10 50.3 50.3 i + 81 RT 228 8 202.7 0.06 28.4 51.2 i + 39 RT 170 8 151.1 0.06 28.4 51.2 i + 59 RT 160 8 142.2 0.04 21.2 21.2 i + 69 RT 160 8 142.2 0.04 21.2 21.2 i + 69 RT 160 8 142.2 0.04 21.2 21.2 i + 69 RT 270 4 240.0 0.04 33.6 33.6 i 57th Ave N-LT & RT 270 4 240.0 0.07 33.9.3 12,159.0 439.9 18,153.9 i 5 Application = 0.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9 of Application = 0.0015 Tons / Sq Yd / In 339.3 12,159.0 439.9 18,153.9	734 +	+ 662 -		470	8	417.8				58.5		
+ 61 RT 228 8 202.7 0.06 28.4 + 39 RT 170 8 151.1 0.04 21.2 + 4 170 8 151.1 0.04 21.2 + 59 RT 160 8 142.2 0.04 + 59 RT 160 8 142.2 15.1h Ave N - LT & RT 270 4 240.0 0.07 15.1h Ave N - LT & RT 270 4 240.0 0.07	+ 61 RT 228 8 202.7 0.06 28.4 28.4 + 39 RT 170 8 151.1 0.04 212 212 + 59 RT 160 8 142.2 0.04 212 212 + 69 RT 160 8 142.2 0.04 51 19.9 15/th Ave N - LT & RT 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RT 270 4 240.0 0.07 339.3 12,159.0 439.9 18,153.9 16 Application = 0.0015 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9 of Application = 110 Lbs / Sq Yd / In 0.0143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9	742 +	- 746 +		404	8	359.1				50.3		
i + 39 RT 170 8 151.1 0.04 21.2 i + 69 RT 160 8 142.2 0.04 19.9 15/th Ave N - LT & RT 270 4 240.0 0.07 33.6 15/th Ave N - LT & RT 270 4 240.0 0.07 33.9.3 15/th Ave N - LT & RT 270 4 240.0 0.07 33.6	i + 39 RT 170 8 151.1 0.04 21.2 i + 59 RT 160 8 142.2 0.04 19.9 19.9 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.9.3 12,159.0 439.9 18,153.9 16 Application = 0.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9 16,153.9 of Application = 0.0015 Tons / Sq Yd in 130.3 339.3 12,159.0 439.9 18,153.9	785 +	- 787 -		228	æ	202.7	0.06			28.4		
i 69 RT 160 8 142.2 0.04 19.9 15/th Ave N - LT & RT 270 4 240.0 0.07 33.6 15/th Ave N - LT & RT 270 4 240.0 0.07 33.6 15/th Ave N - LT & RT 270 4 240.0 0.07 12,159.0 439.9 18,153.9	i + 69 RT 160 8 142.2 0.04 19.9 19.9 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 18,153.9 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 33.6 16 Application = 0.00286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9 of Application = 0.0015 Tons / Sq Yd on Aggregate 12,159.0 439.9 18,153.9	794 +	+ 964 -		170	ß	151.1	0.04			21.2		
15/th Ave N - LT & RT 270 4 240.0 0.07 9 33.6 15/th Ave N - LT & RT 270 4 240.0 0.07 9 13.6 15/th Ave N - LT & RT 270 4 240.0 0.07 130.3 339.3	15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 15 th Ave N - LT & RIT 270 4 240.0 0.07 33.6 16 th Application = 0.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 12,159.0 439.9 18,153.9 of Application = 0.0015 Tons / Sq Yd 130.3 339.3 12,159.0 439.9 18,153.9 of Application = 112 Lbs / Sq Yd / In 0 Application = 112 Lbs / Sq Yd / In 10 130.3 139.3 12,159.0 439.9 18,153.9	1172 +	- 1173 +	-	160	æ	142.2	0.04			19.9		
15/th Ave N - LT & RI 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RI 270 4 240.0 0.07 130.3 12,159.0 439.9 18,153.9	15/th Ave N - LT & RIT 270 4 240.0 0.07 33.6 33.6 15/th Ave N - LT & RIT 270 4 240.0 0.07 33.9.3 15 Application = 0.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Äggregate 13.0.3 339.3 12,159.0 439.9 18,153.9 of Application = 0.0015 Tons / Sq Yd 130.3 339.3 12,159.0 439.9 18,153.9 of Application = 112 Lbs / Sq Yd 0.00143 Tons / Sq Yd on Äggregate												
B54 + 25 T5/th Ave N - LI & RI 2/U 4 240.0 0.0/ 33.6 GRAND TOTAL 130.3 339.3 12,159.0 439.9 18,153.9	954 + 25 15/th Ave N - LI & KI 2/U 4 240.U 0.0/ 33.6 33.6 GRAND TOTAL 6RAND TOTAL 130.3 339.3 12,159.0 439.9 18,153.9 * Bit Prime Coat Rate of Application = 0.001286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Aggregate 130.3 339.3 12,159.0 439.9 18,153.9 * Agg Prime Coat Rate of Application = 0.0015 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Aggregate * Hot-Mix Asphalt Rate of Application = 1.12 Lbs / Sq Yd / in * * Hot-Mix Asphalt Rate of Application = 1.12 Lbs / Sq Yd / in	SIDE KOADS - HIMA	snoulders		(1 1	,							
0 000000 T - 1 C V 439.9 18,153.9 339.3 12,159.0 439.9 18,153.9	GRAND TOTAL 12,159.0 439.9 18,153.9 Bit Prime Coat Rate of Application = 0.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Aggregate 12,159.0 439.9 18,153.9 Agg Prime Coat Rate of Application = 0.0015 Tons / Sq Yd on Aggregate 0.0015 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Aggregate 12,159.0 439.9 18,153.9 Agg Prime Coat Rate of Application = 112 Lbs / Sq Yd in Nix Asphalt Rate of Application = 112 Lbs / Sq Yd in 1000000000000000000000000000000000000	954 +	2	15/th Ave N - LT & RI	2/1	4	240.0				33.6		
	Bit Prime Coat Rate of Application = 0.000286 Tons/Sq Yd on HMA & 0.00143 Tons/Sq Yd on Aggregate Agg Prime Coat Rate of Application = 0.0015 Tons/Sq Yd Hot-Mix Asphalt Rate of Application = 112 Lbs/Sq Yd/in	GRAND) TOTAL					1203	1011	17 159 0	120 0		1 412 0
	but trime out wate of Application = "uruutoo rous/ay to Do 10015 Tons/Sory Vate Hot-Mix Asphalt Rate of Application = 112 Lbs/Sory d/in	* Bit brime C	Ant Duto of Annli		1 22 23 2	C O V MIT	104 40 Town			12,100.0	C.C.C.L		1,414,1
			ohalt Rate of App	vlication = 112 Lbs/Sq	Yd / in								

FAP 308 (IL 84) Section (110,111)RS-3

X4401198	Hot-Mix Asphalt Surface Removal, Variable Depth	Sq Yd												1	216.7													216.7	1.625	7.0.7		216.7				216.7	91E 7	6 14.1	216.7	1411 4	216.7	t.		
44000169	Hot-Mix Asphalt Surface Removal, 5"	Sq Yd				:								-																														
44000158	Hot-Mix Asphalt Surface Removal, 2 1/4"	Sq Yd													A AFR	606.7	5171 1	2845.6	5966.7	1025.6	982.2	1054.4	794.4	996.7	1170.0	823.3	5402.2			1820.0	4056.0					0 7 00 7	1034.2			3824.9				
44000151	Hot-Mix Asphalt Surface Removal, 1/2"	Sq Yd	346 7	1588.9	548.9	115.6	1271.1	3726.7	1054.4	953.3	1762.2	8233.3	6760.0	404.4															6,543.3				1,302.9	15,961.1	3,120.0			A 202 7	4'020"			6,523.1	3,408.9	43.3
40600990	Temporary Ramp	(@ 8.5) Sq Yd	arc	n'14																			-																					
40600882	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd	0.07	1 4.4																																								
-		Sq Yd	740 7	1 588.9	548.9	115.6	1,271.1	3,726.7	1,054.4	953.3	1,762.2	8,233.3	6,760,0	404.4	216.7	1,404,4	5 171 1	2,845.6	996.7	1,025.6	982.2	1,054,4	794.4	996.7	1,170.0	823.3 895.6	5,402.2	216.7	6,543.3	1 820.0	4,056.0	216.7	1,302.9	15,961.1	3,120.0	216.7	1,034,2	1 806 7	4,030./ 216.7	3.824.9	216.7	6,523.1	3,408.9	43.3
	Proposed Surface	Width		28	26	26	26	26	26	26	2 8	26	28	26	26	2 2	2 4	58	26	26	26	56	26	26	26	26	26	26	26	20	26	26	26	26	26	<u>7</u> 2	20 28	27 24	26	36	26	26	26	26
	Length		 75	550	190	9	440	1290	365	330	610	2850	2340	140	75 63E	210	1790	985	345	355	340	365	275	345	405	310	1870	75	2265	() (3)	1404	75	451	5525	1080	75	308	1005	0601	1324	75	2258	1180	15
	Reimarks	- 11			18th St - RT	18th St LT	17th St RT	14th St LT & RT	13th St LT & RT	12th St LT & RT	11th St LT & RT	High St. / PE - LT	Barber Creek Rd RT		VD HMA;Rem / Type A			Lvnh St LT	Cherry St LT & RT	Walnut St LT & RT	Hickory St LT	Taylor Dr LT	Rock River St LT	Oak St LT	Elm - LT & Prairie - RT	Graham St RT Annec - I T & OAth - RT	11st St RT	VD HMA Rem / Type A		VU HMA Kem / Iype A		VD HMA Rem / Type A	115th Ave N - LT & RT	129th Ave N - RT		VD HMA Rem / Type A	V/D LIMA Dom / Tune A	VD LIVIA REILL LYDE A	VD HMA Rem / Type A		VD HMA Rem / Type A	Ash Ln RT	Sunset Dr RT	13th Ave S - LT
	ſr.													- 1	-	1		_		75	15		2	0	+ 75		- + - +	ы	8	+ + ភ្ល រ	1-	5	5	\$	+ 20	+	28	87 5 + 7	-	ន្ត	-	+ 55	35	50

HOT-MIX ASPHALT REMOVAL SCHEDULE

FAP 308 (IL 84) Section (110,111)RS3 Rock Island County Contract No. 64G76

	HOT-MIX ASPHALT	РНАЦТ		OVAL	REMOVAL SCHEDULE				Section (110,111)RS3 Rock Island County Contract No. 64G76 Sheet 31 of 72	ñ
	-				40600982	40600990	44000151	44000158	44000169	X4401198
	a Barke	d true	Prop	Proposed	Hot-Mix Asphalt Surface Removal - Butt Joint	Temporary Ramp		Hot-Mix Asphatt Surface Removal,	I Hot-Mix Asphalt Surface Removal, ⊭"	Hot-Mix Asphalt Surface Removal, Variable Decth
			Width 1		1	(@ 8.5') Sr Vd	i P	r - 4	, s	
			אותיו	3	2	2	3	2	2 5	<u>।</u> र
Sta 942 + 50 - 943 + 25	Butt Joint	75	26	216.7	72.2	24/6	216.7			
943 + 25 - 945 +	Culvert Omission	240	26	693.3	0.01					
945 + 65 - 946 +	Butt Joint	ر) عد	56 26	216./	(2,2	24:6	216.7			
940 + 40 057 ± 75 -	WD HMA Rem / PCC tstand	52	26 76	1,004.4 216.7			1,004,4			7467
953 + 50 - 960			26	1.877.8				1877.8		410.1
- 960 +	2		26	216.7						216.7
960 + 75 - 967 +			26	1,921.1			1,921.1			
967 + 40 1009	Ľ	4250	26	12,277.8			12,277.8			
1009 + 90 - 1037 +	_	2785	26	8,045.6		Ĩ	8,045.6			
1037 + 75 - 1094 + 5	192th Ave N - LT & RT	5675	26	16,394.4			16,394.4			
1094 + 50 - 1151 +	206th Ave N - LI & KI	0000	20	16,322.2			16,322.2			
1207 + 1211	ZZZIIG AVG IN - LI	4225	26	12.205.6			12 205 6			
25 - 1250 +	VD HMA Rem / Type A	75	26	216.7						216.7
1250 + 0 - 1258 + (1_	890	26	2,571.1				2571.1		
- 06 +	VD HMA Rem / Type A	75	26	216.7						216.7
1259 + 65 - 1296 +		3670	26	10,602.2			10,602.2			
Sta 1296 + 35 - 1297 + 10	End / Butt Joint	75	26	216.7	72.2	24.6				
<u>li 84 - HWA Shoulders</u>										
	Rutt Toint - I T	75	œ	66.7	66.7	9 2				
546 + 60 - 547 +		75	,	66.7	66.7	7.6				
- 644 +		291	5	161,7				161.7		
644 + 94 - 645 +		84	8	74.7				74.7		
665 + 95 - 669		341	æ	303.1				303.1		
676 + 80 - 678 +		190	5	105.6				105.6		
<u> 1[84 - FOP Removal (5" Thick)</u>	See Detail									
- 0 + 695	_	204	4	90.7					90.7	
571 + 54 - 572		58	4	25.8					25.8	
Sta 598 + 42 - 599 + 10	RT .	68	7	30.2					30.2	
573 + 83 - 574		50	4	22.2					22.2	
571 + 40 -	5	2	4	32.4					32.4	
Side Roads										
Sta 552 + 85	19th St RT		16		44,4	15.1				
Sta 554 + 75	18th St RT		20		55.6					
Sta 555 + 15	18th St LT		20		55.6	18.9	6			
	17th St RT		24		66.7		2			
- I	14th St LT & RT		24		133.3		~			
Va 576 + 10	13th St LT & RT		22		122.2					
+	12th St LI & KJ		24		133,3	45.3				
+ -			3		111.1					
614 637					55.6					
+ + + 900	Barber Lreek Ko KI Burhanan St - I T & DT							0 800		
648 +	Polk St - RT		202			180.1		200.0		
	Quarry St LT		24			22.7		134.0		
	, , , , ,					i				Sheet 31 of 72

FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76

	Location			675 + 75		682 + 75 V	+ 15		690 + 50	+ 25	+ 70	+ 75	+ 60	+ 70	+ 2			795 + 70	830 + 40	900 + 55	912 + 35						1094 + 50 16	1151 + 0 20	1207 + 0	TOTAL
	Remarks		-	Lynn St LT	Cherry St LT & RT	Walnut St LT & RT	Hickory St LT	Taylor Dr LT	Taylor Dr RT	Rock River St LT	Oak St LT	Elm - LT & Prairie - RT	Graham St RT	Agnes - LT & 94th - RT	11st St RT	N. Shore Dr LT	115th Ave N - LT & RT	Elm Shore Dr LT	129th Ave N - RT	Ash Ln RT	Sunset Dr RT	13th Ave S - LT	11st - LT & 157th - RT	Blue Spruce Dr RT	171th Ave N - LT & RT	178th Ave N - LT & RT	192th Ave N - LT & RT	206th Ave N - LT & RT	222nd Ave N - LT	
	Length																													
	Prop	Width		24	24	24	24	20	24	24	24	24	18	26	24	20	20	18	26	18	18	24	26	₽	24	24	24	24	24	
	Proposed Surface	ड्य Yd																												
40600982	Hot-Mix Asphalt Surface Removal - Butt Joint	Sq Yd															111.1	20'0	72.2	50.0	50.0	66.7		50.0	133.3	133.3	133.3	133.3	66.7	0.020 0
40600990	Temporary Ramp (@ 8 5")	Sq Yd		22.7	45.3	45.3	22.7	18.9	22.7	22.7	22.7	45.3	17.0	49.1	2.22	18.9	37.8								45.3				22.7	1 750 4
44000151	Hot-Mix Asphalt Surface Removal, 1/2"	Sq Yd																												472 633 7
44000158	Hot-Mix Asphalt Surface Removal, 2 1/4"	ड्य Yd		134.0	268.0	268.0	134.0	85.1	134.0	134.0	134.0	219.1	85.1	851.0	134.0	85.1							2236.7							6 0 FU 3 F
44000169	Hot-Mix Asp halt Surface Rem oval, 5"	Sq Yd														-								-						
X4401198	Hot-Mix Asphalt Surface Removal Variable Depth	Sq Yd																												

HOT-MIX ASPHALT REMOVAL SCHEDULE

FAP 308 (IL 84) Section (110,111)RS3 Rock Island County Contract No. 64G76 Sheet 32 of 72 FAP 308 (IL 84) Section (110,111)RS-3 Rock Island County Contract No. 64G76 Sheet 33 of 72

ENTRANCE SCHEDULE

			40600200	40600985	**40800050**	44000158
LOCATION	NO.	PROPOSED SURFACE AREA	BITUMINOUS MATERIALS (PRIME COAT)	PCC SURFACE REMOVAL - BUTT JOINT	INCIDENTAL HOT-MIX ASPHALT SURFACING	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"
		SQ. YD.	TON	sq. YD.	TON	sq. yd.
IL 84 (Through 1/2" HMA Removal)				-		
CE (HMA)	37	5,365.0	1.5		751.1	
CE (HMA) w/ Mailbox Turnouts	9	1,058.4	0.3		148.2	
CE (PCC)	9	300.0	0.1	300.0	42.0	
PE (HMA)	49	3,483.9	1.0		487.7	
PE (HMA) w/ Mailbox Turnouts	-17	1,742.5	0.5		244.0	
PE (PCC)	*-	24.4	0.0	24.4	3.4	
Mailbox Turnouts Only	12	753.6	0.2		105.5	
IL 84 (Through 2 1/4" HMA Removal)						
CE (HMA)	11	1,595.0	0.5		223.3	1595.0
CE (HMA) w/ Mailbox Turnouts	o	•	0.0		0.0	0.0
CE (PCC)	£,	250.0	0.1		35.0	250.0
PE (HMA)	39	2,772.9	0.8		388.2	2772.9
PE (HMA) w/ Mailbox Turnouts	15	1,537.5	7'0		215.3	1537.5
PE (PCC)	16	390.4	1.0		54.7	390.4
Mailbox Turnouts Only	e	188.4	0.1		26.4	188.4
		GRAND TOTAL	2.6	324.4	2,724.7	6,734.2
* Bit Prime Coat Rate of Application =	o	.000286 Tons / Sq Yd on HMA & 0.00143 Tons / Sq Yd on Aggregate	on HMA & 0.0014	3 Tons / Sq Yd on A	ggregate	

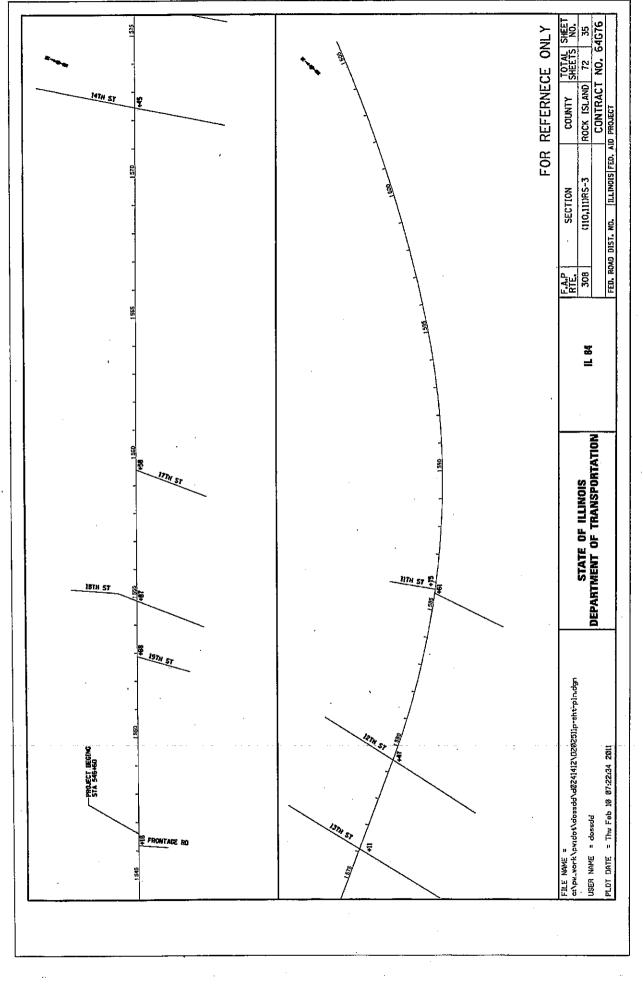
5 ה ** Hot-Mix Asphalt Rate of Application = 112 Lbs / Sq Yd / in

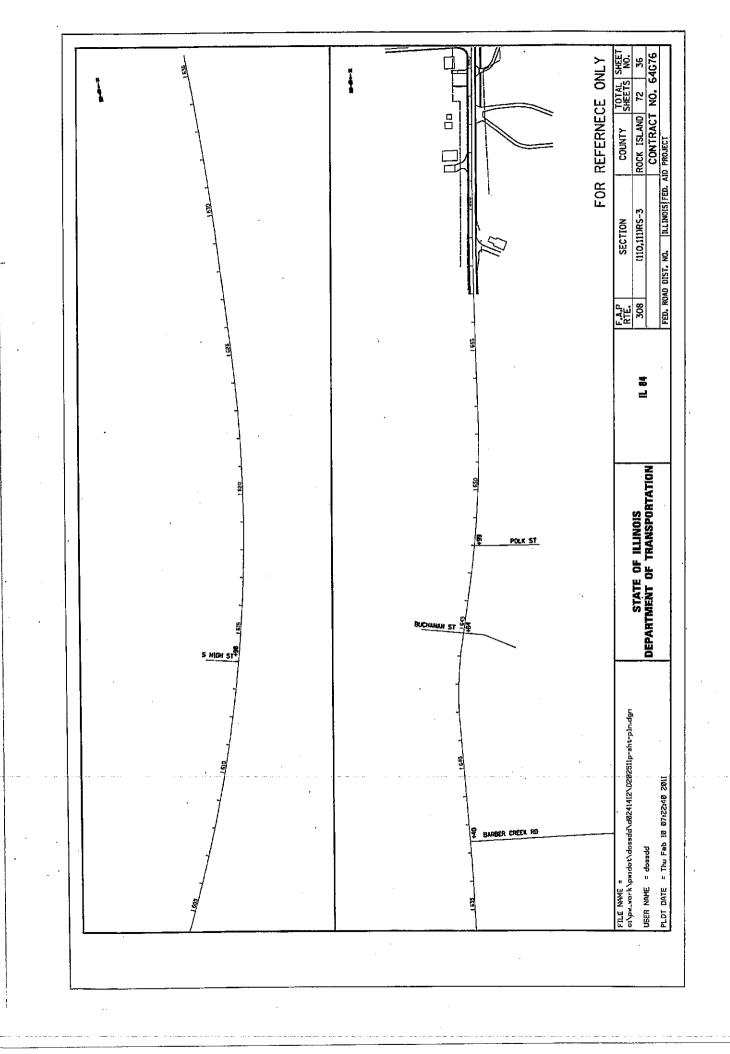
Sheet 33 of 72

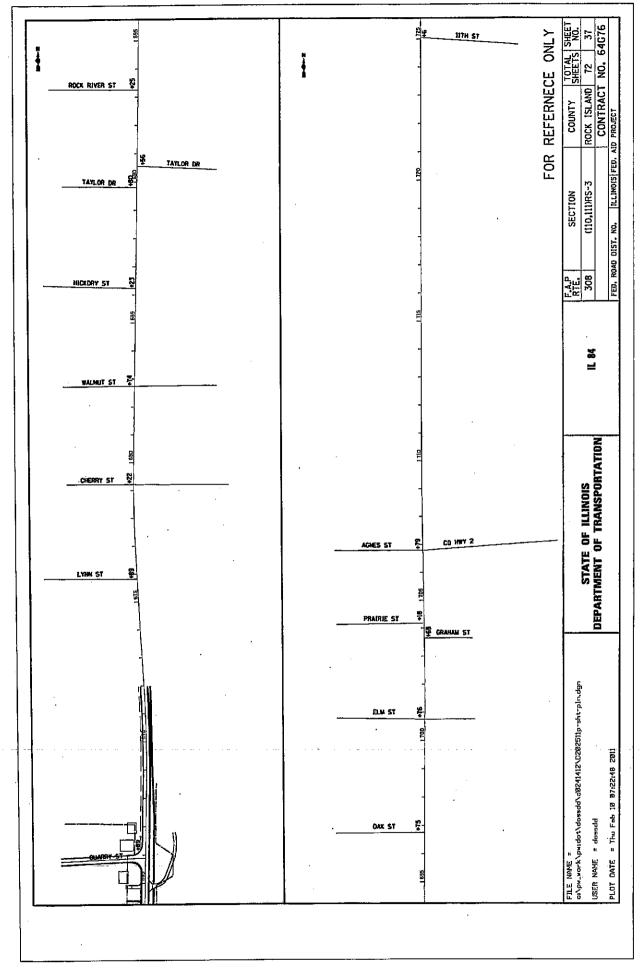
		GUARD	GUARDRAIL SCHEDULE	EDULE		·		FAP 308 (JL 84) Section (110,111)RS3 Rock Island County Contract No. 64G76 Sheet 34 of 72	t) 111)RS-3 bunty 64G76 72
			6300025	63100041	63100167	63200310	63500105	78200410	78201000
Location	Remarks	Steel Plate Beam Guardrail, Type A, 6 Foot Posts	Steel Plate Beam Guardrail, Attached to Structures	Traffic Barrier Terminal, Type 1B	Traffic Barrier Terminal, Type 1 (Special) Tangent	Guard rail Removal	Delineators	Guardrail Markers, Type A	Terminal Marker - Direct Applied
		Foot	Foot	Each	Each	Foot	Each	Each	Each
100 100		100			•	1 2 6 6	•		
570 ± 82 - 583		37.5	-	-	- 6	112.5	- ~	+ 4	
		175.0			5	275.0	2	4	2
586 + 25 - 591		450.0			2	550.0	2	8	2
624 + 84 - 627		37.5			2	137.5	2	4	2
626 + 29 -	RŢ	200.0			2	300.0	2	4	2
631 + 65 - 633		87.5			2	187.5	2	4	2
657 + 52 - 658					2	100.0	2	4	2
657 + 92 - 659		75.0			2	175.0	2	4	2
662 + 24 - 664	LT	162.5			2	262.5	2	4	2
669 + 87 - 672					2	100.0	2		2
705 + 0	LT				1	50.0	-		1
760 + 94 - 762		37.5			2	137.5	2	4	2
758 + 75 - 765 +					~	50.0	1		1
775 + 48	RT (Attached)			1	-	75.0	2		1
783 + 14 - 785		-			2	250.0	2	4	2
802	RT (Attached)	81.5	18.5		2	200.0	2	4	2
+ 90 - 830					~	25.0	•		
835 + 60	RT (/				-	25.0	1		•
846 + 43 - 847	RT					150.0	-		
858 + 36 - 861		200.0			2	300.0	2	4	2
858 + 44 - 862 +					2	50.0	2		2
894 + 10 -	RT (Attached)	31.5	18.5		2	150.0	2	4	2
953	RI				Ļ	37.5	1		1
Sta 1296 + 18 - 1297 + 43						125.0			
**Contignency						100.0		i	-
TOTAL		0 6 9 0 6		•				c.	
IUIAL		2,013.0	31.0	-	сч	4,202.5	41	64	55

** Contignency - Added this for areas where additional guardrail removal may be needed to fit a TBTT1. Special in because of restrictions preventing us from extending it.

Sheet 34 of 72

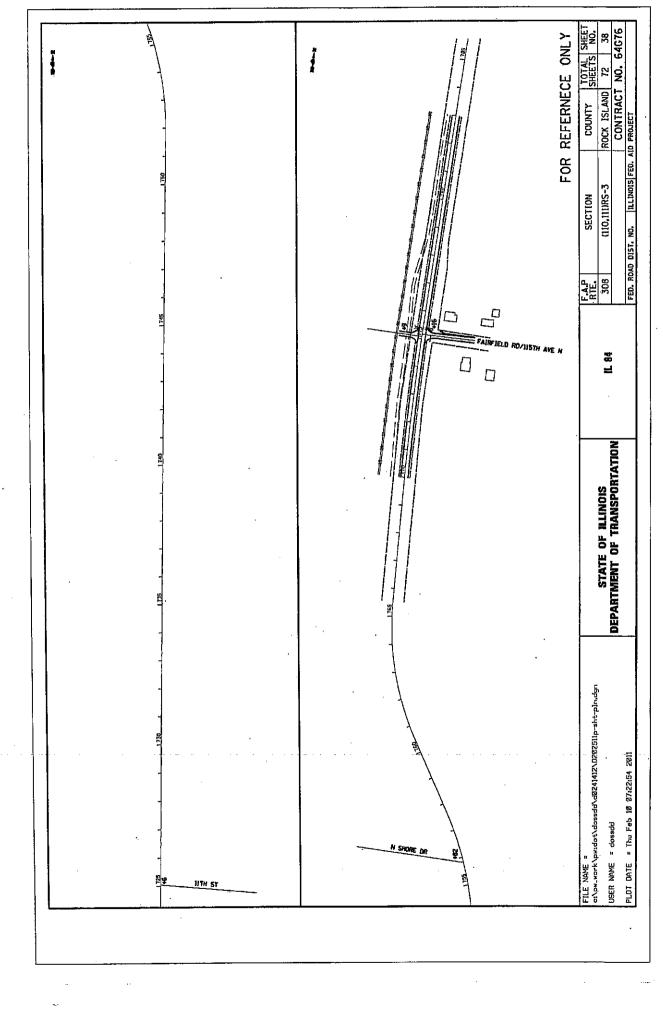


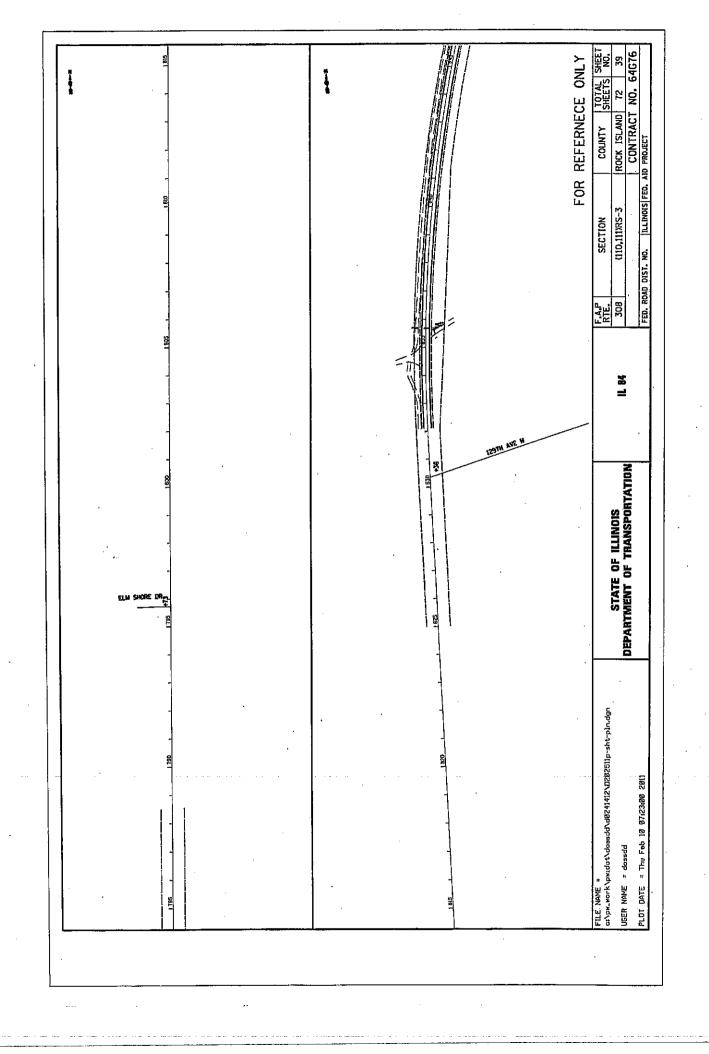


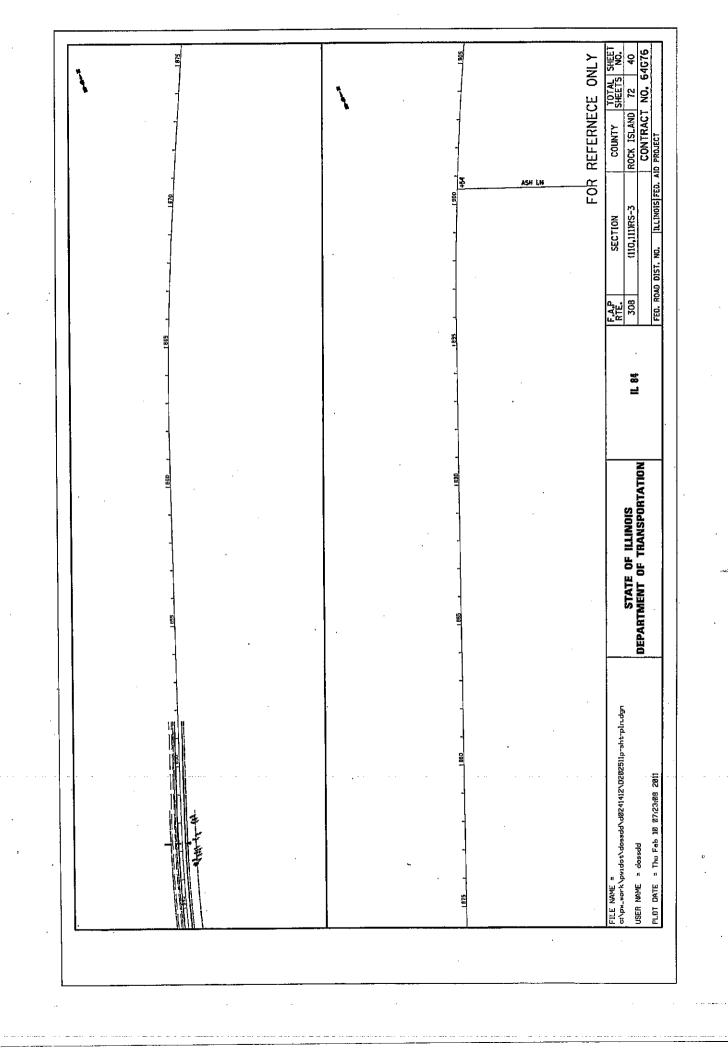


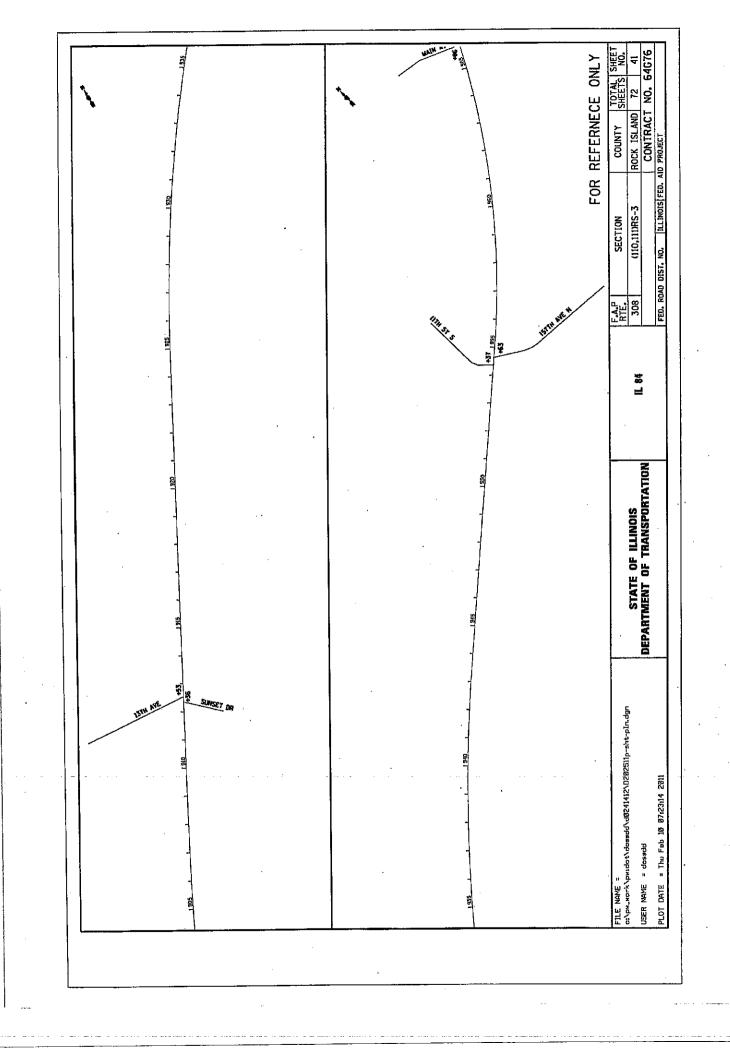
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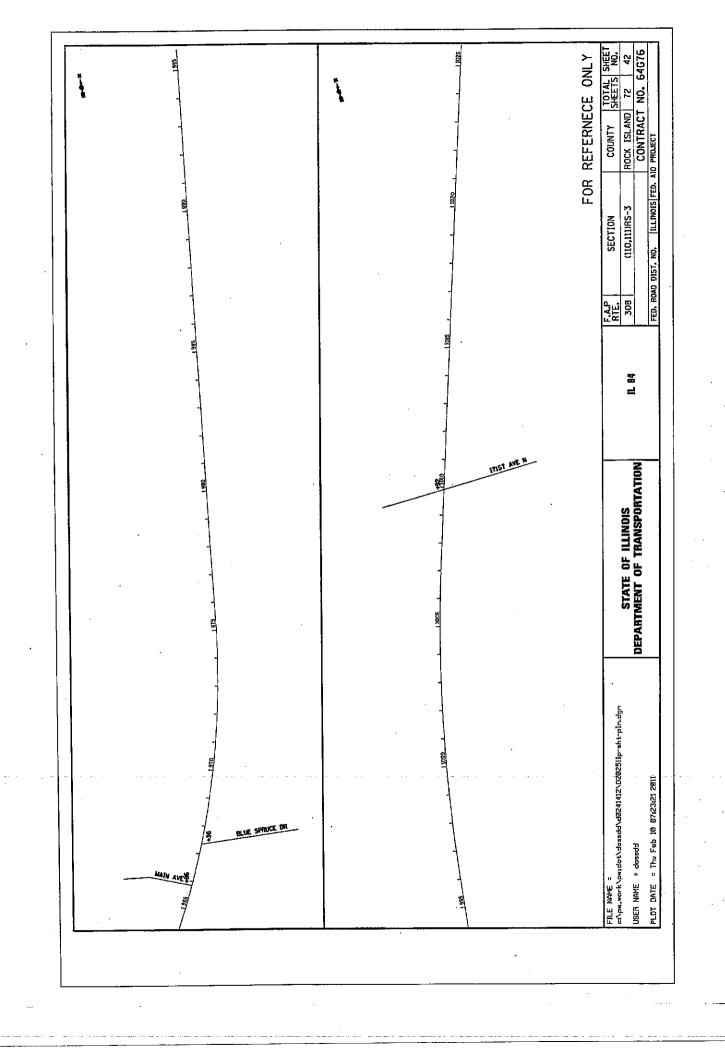
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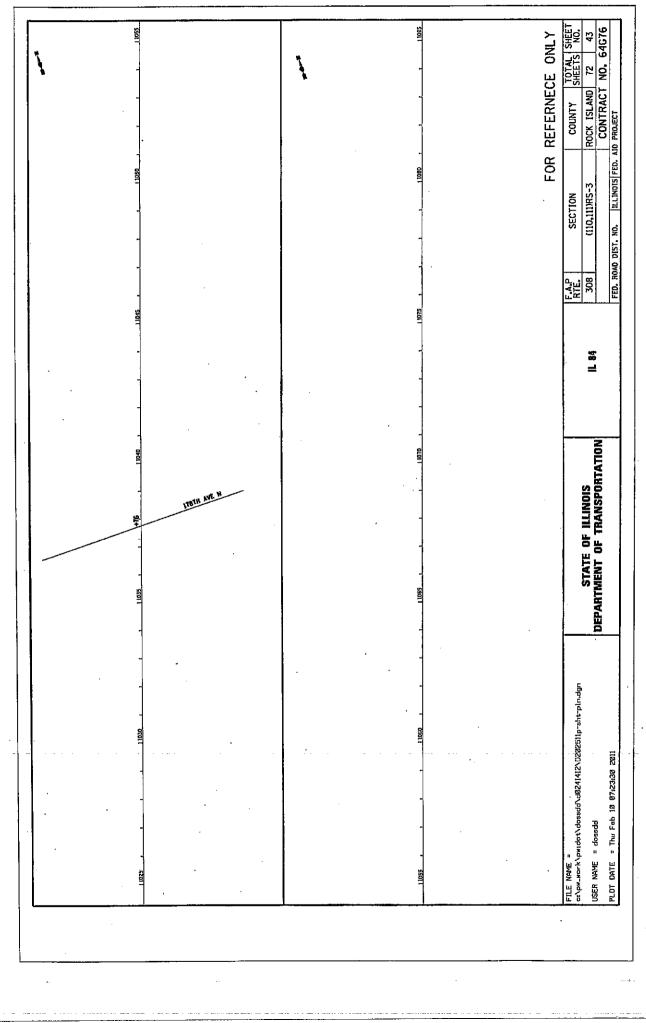




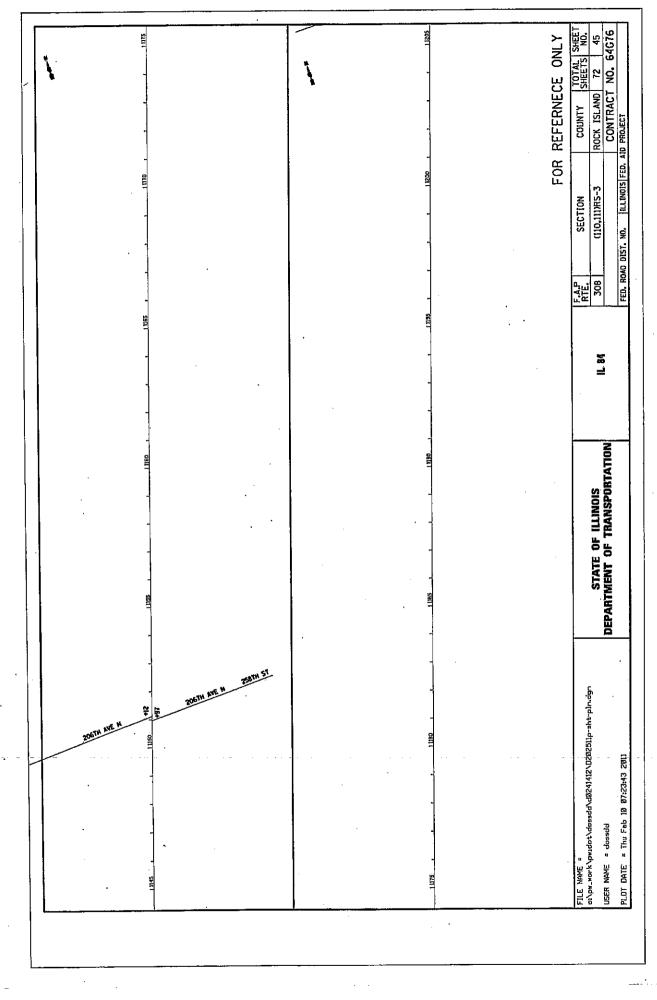


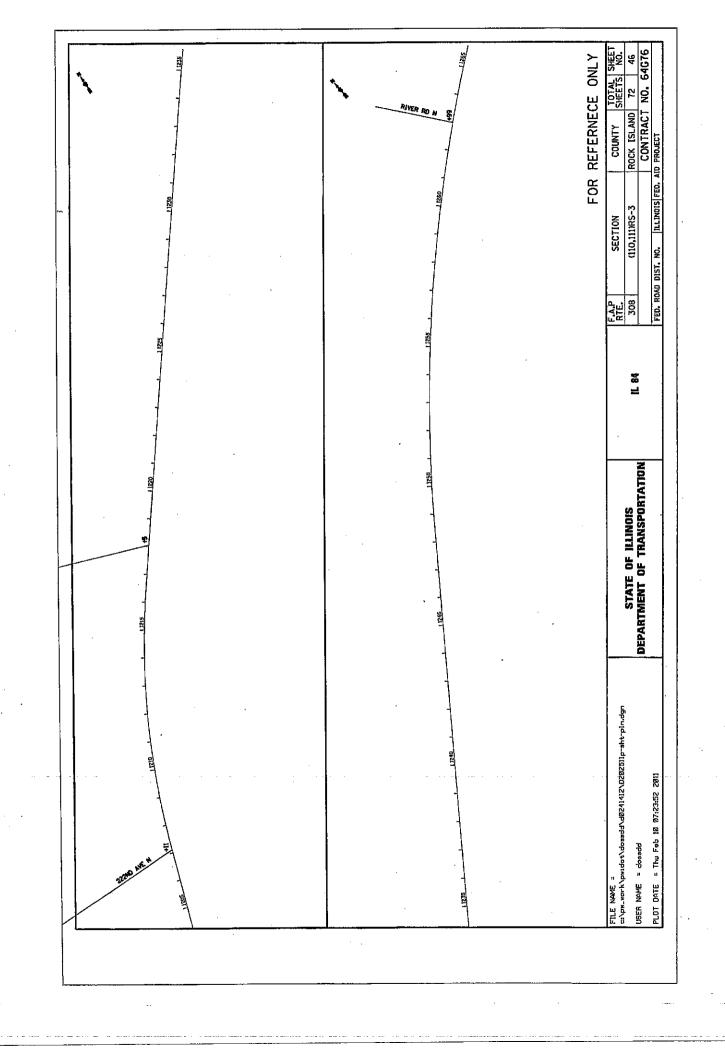


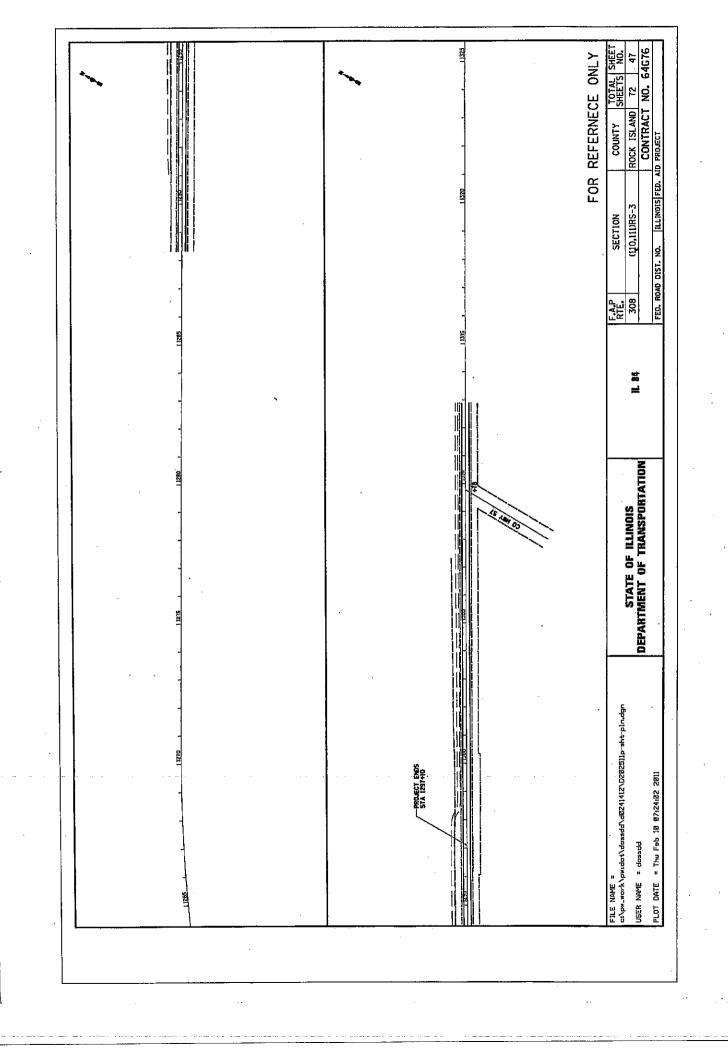


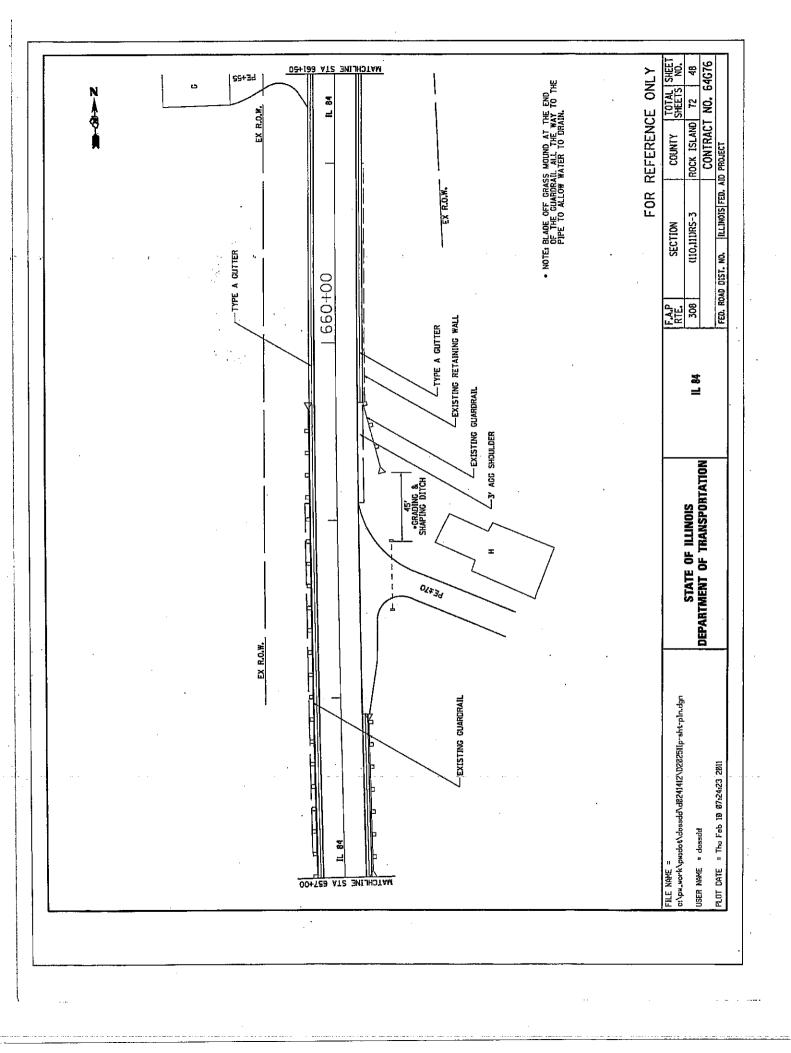


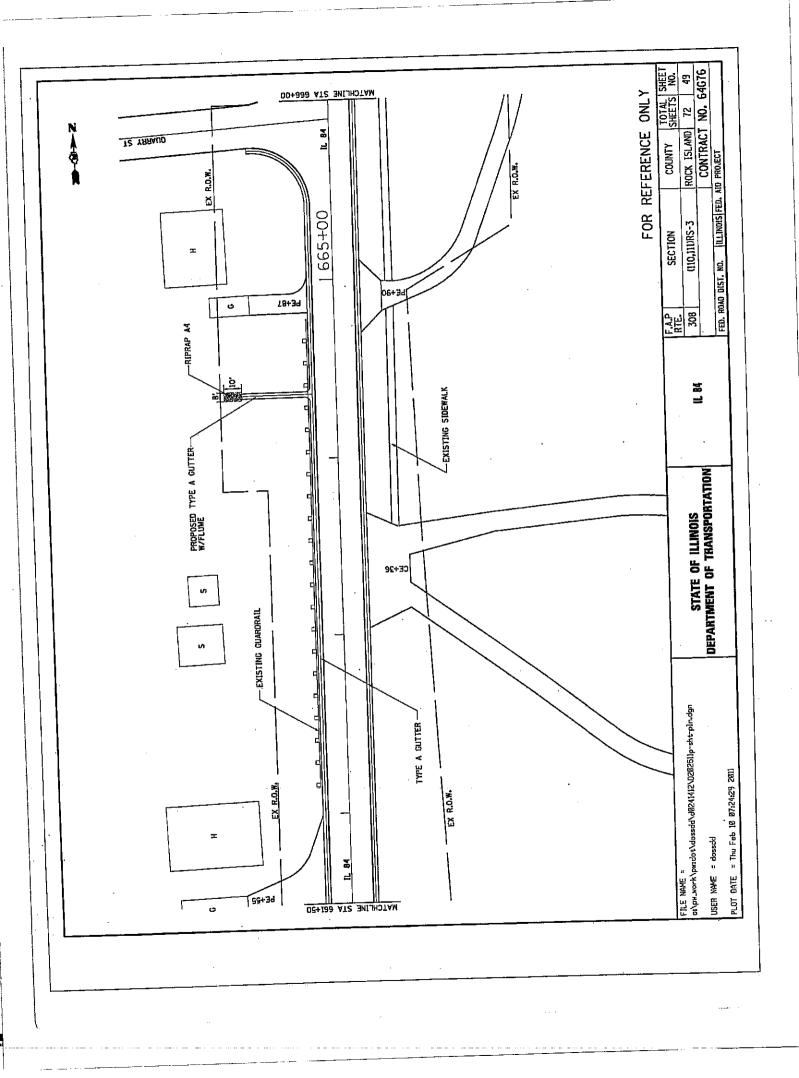
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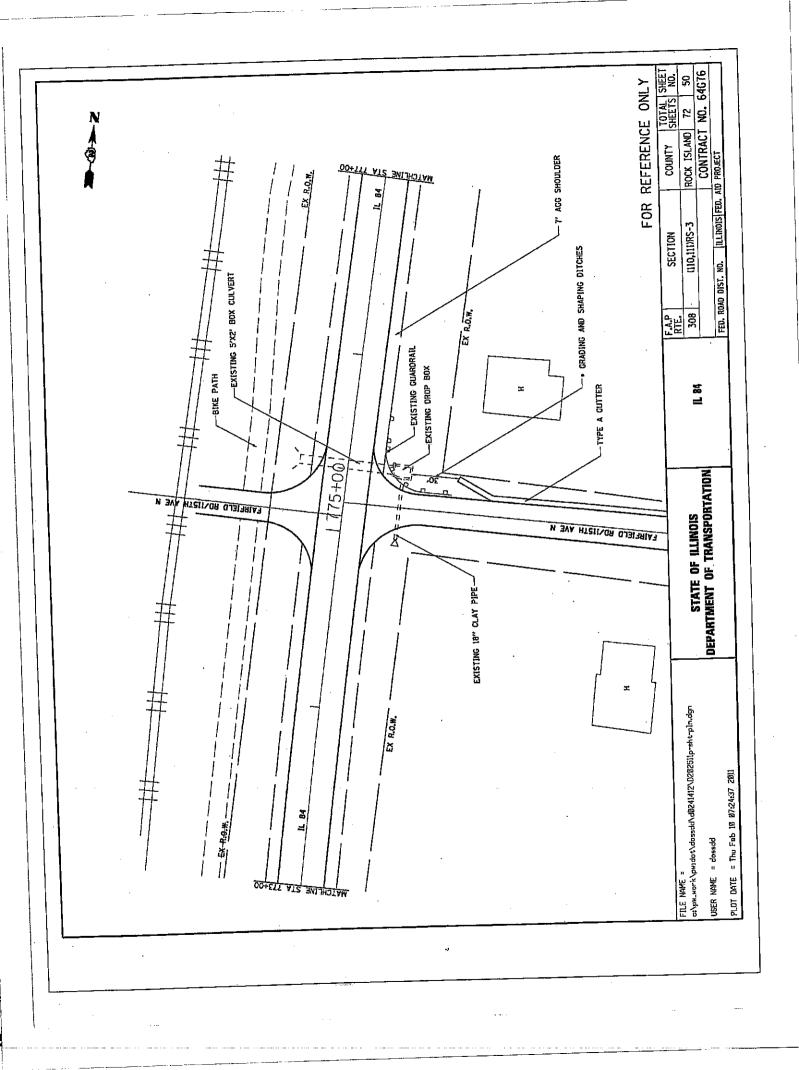


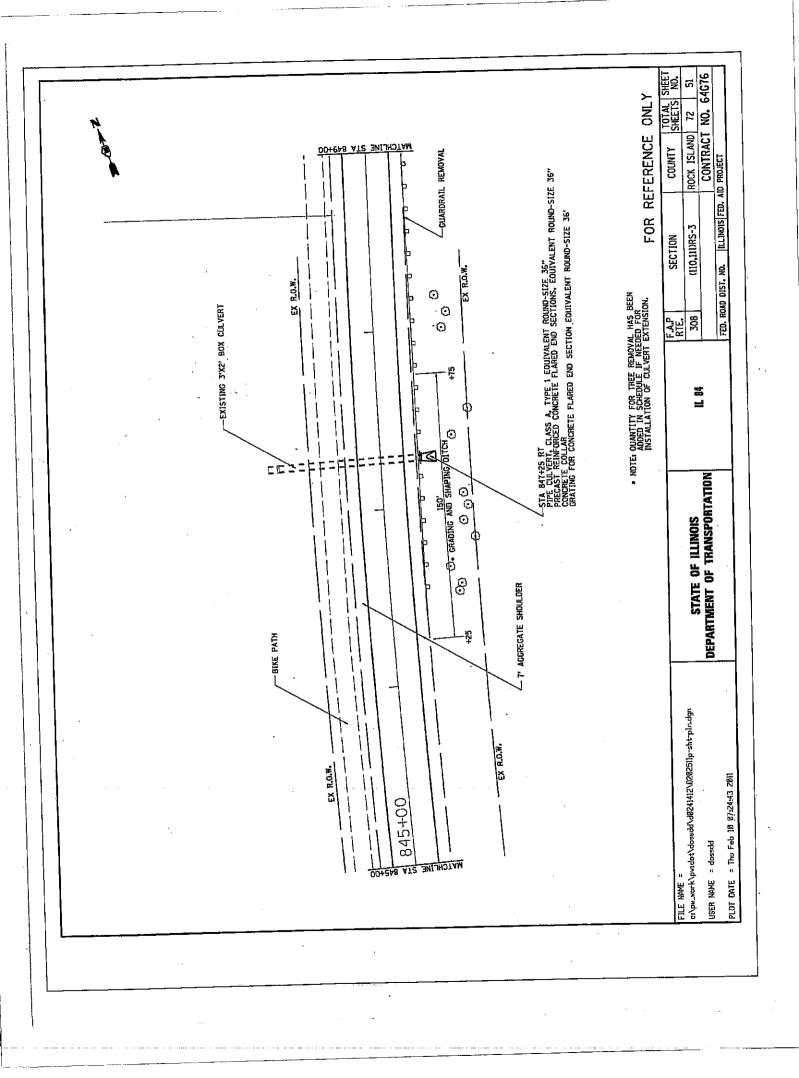


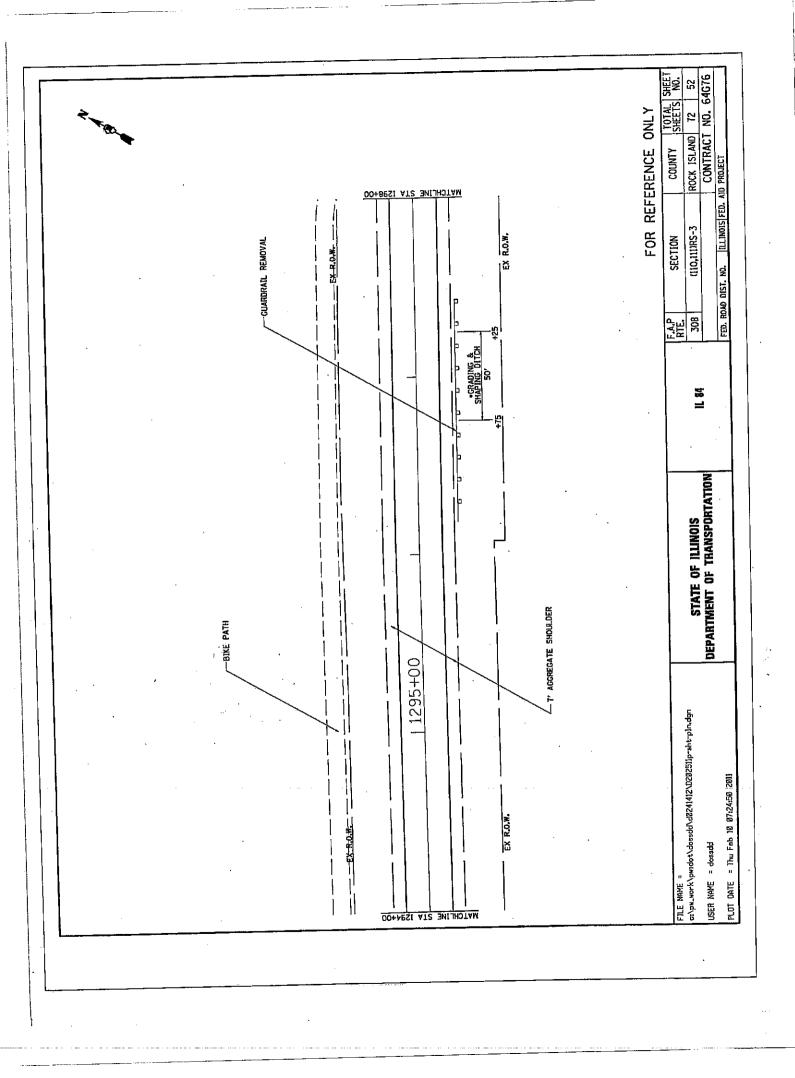


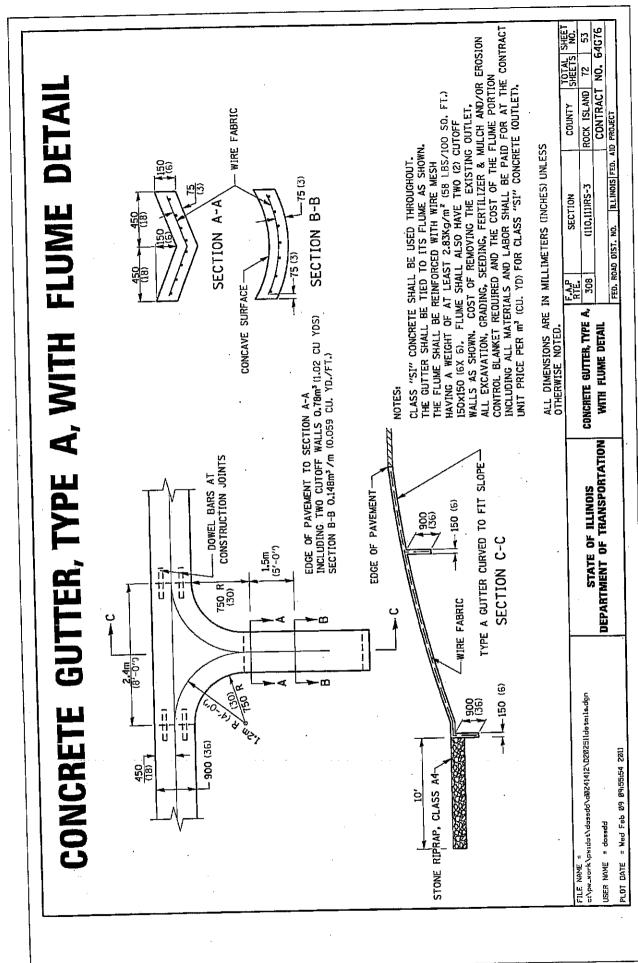










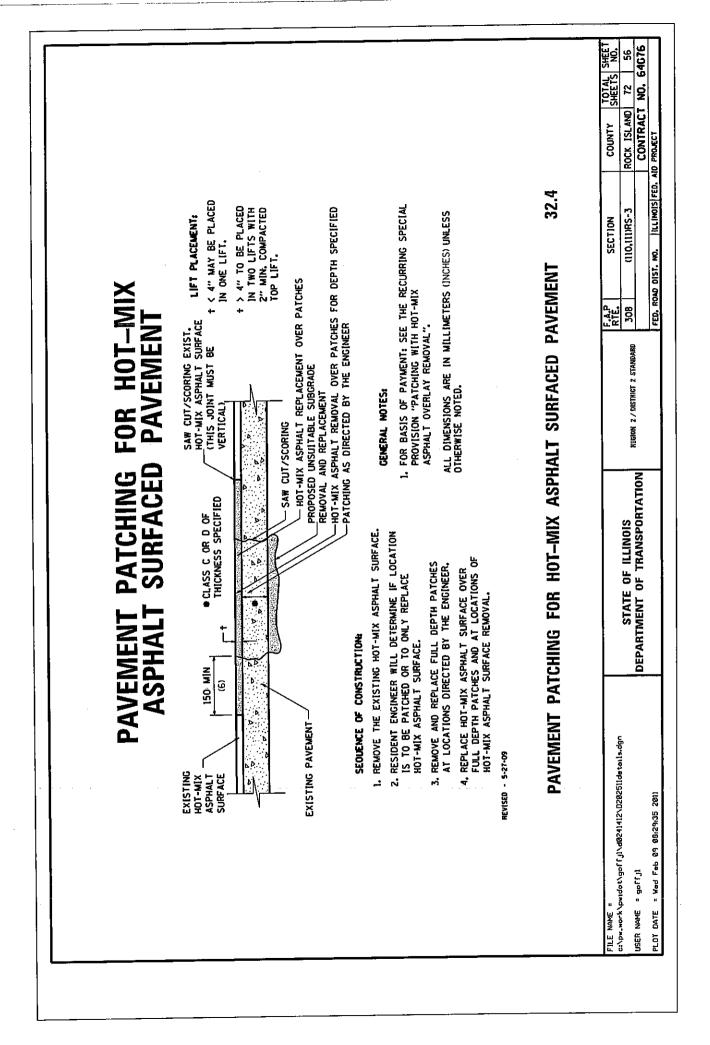


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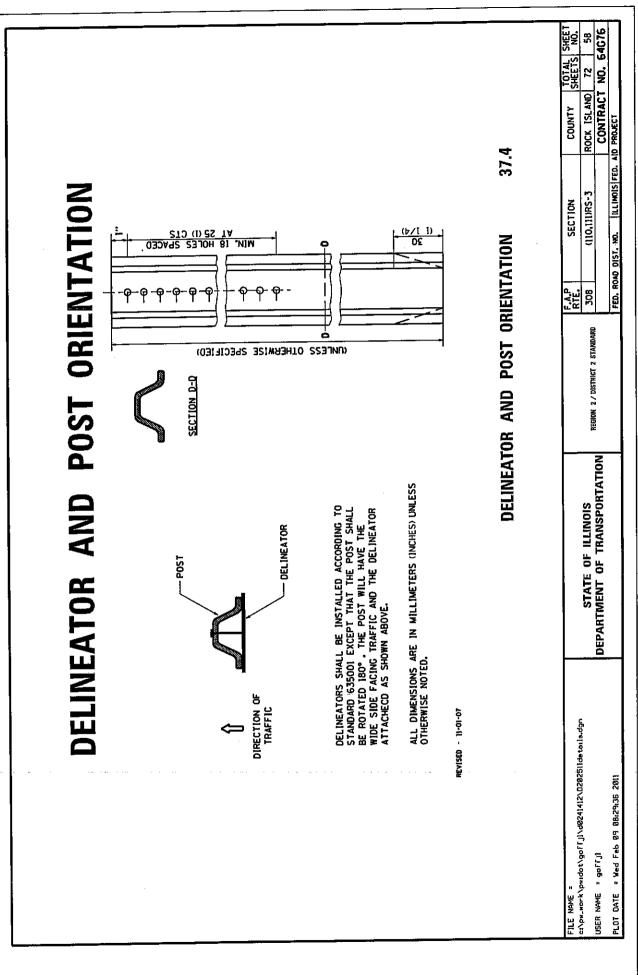
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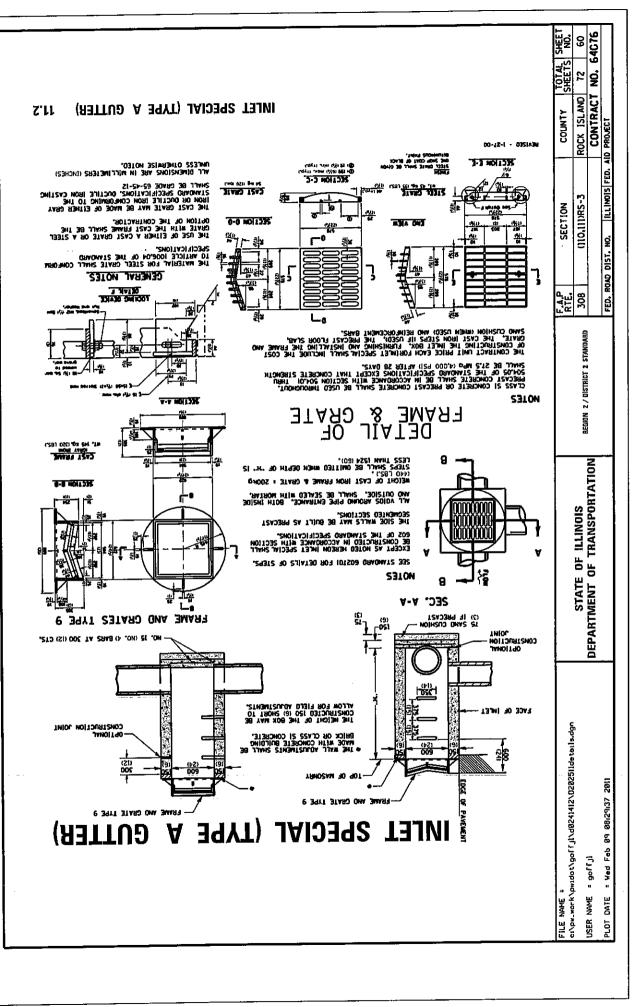


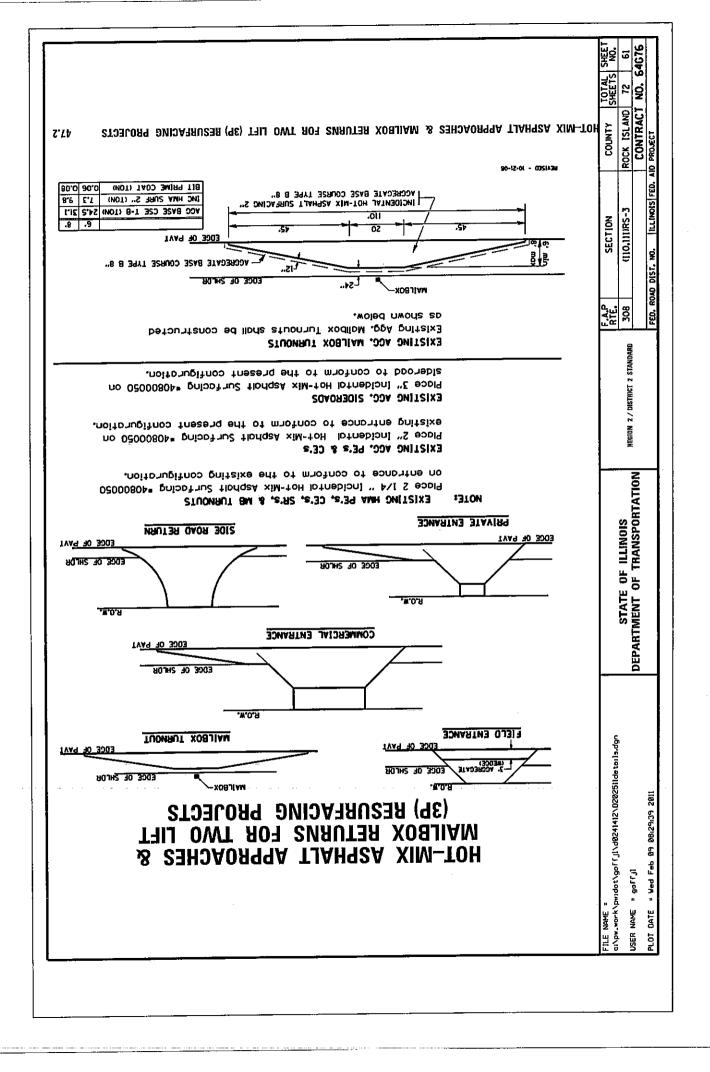
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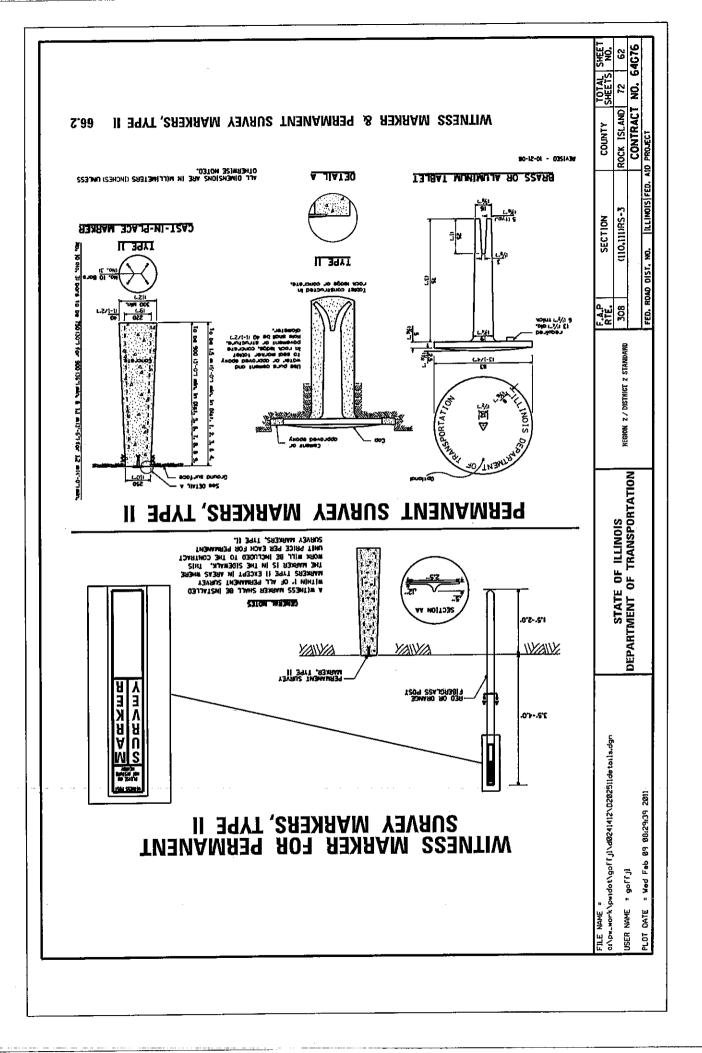
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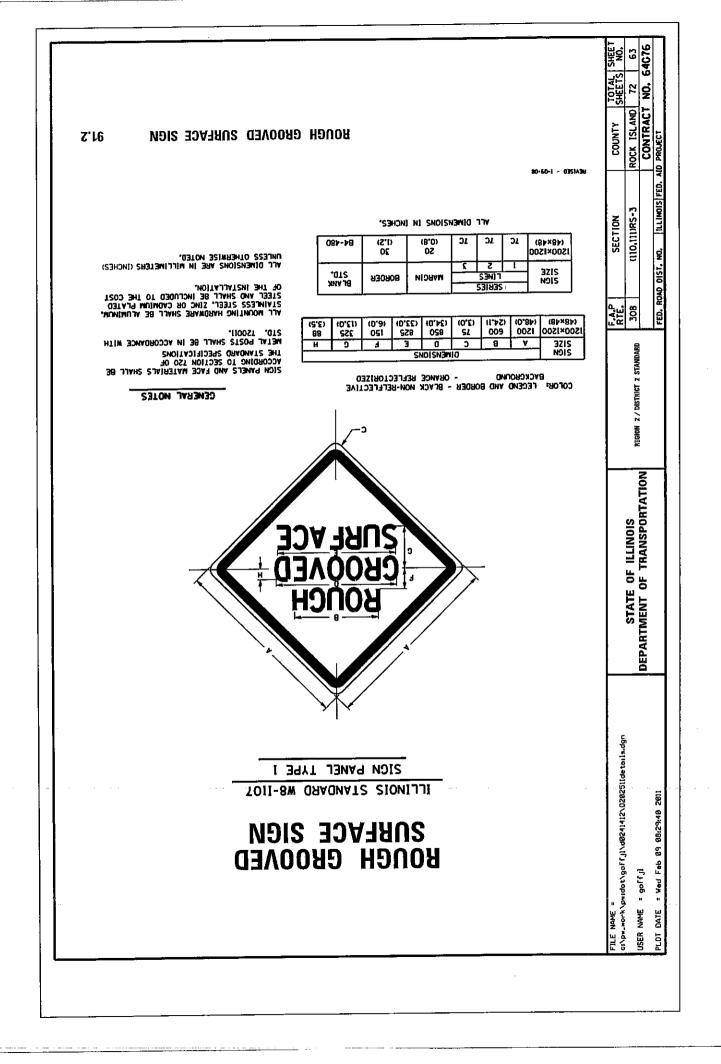


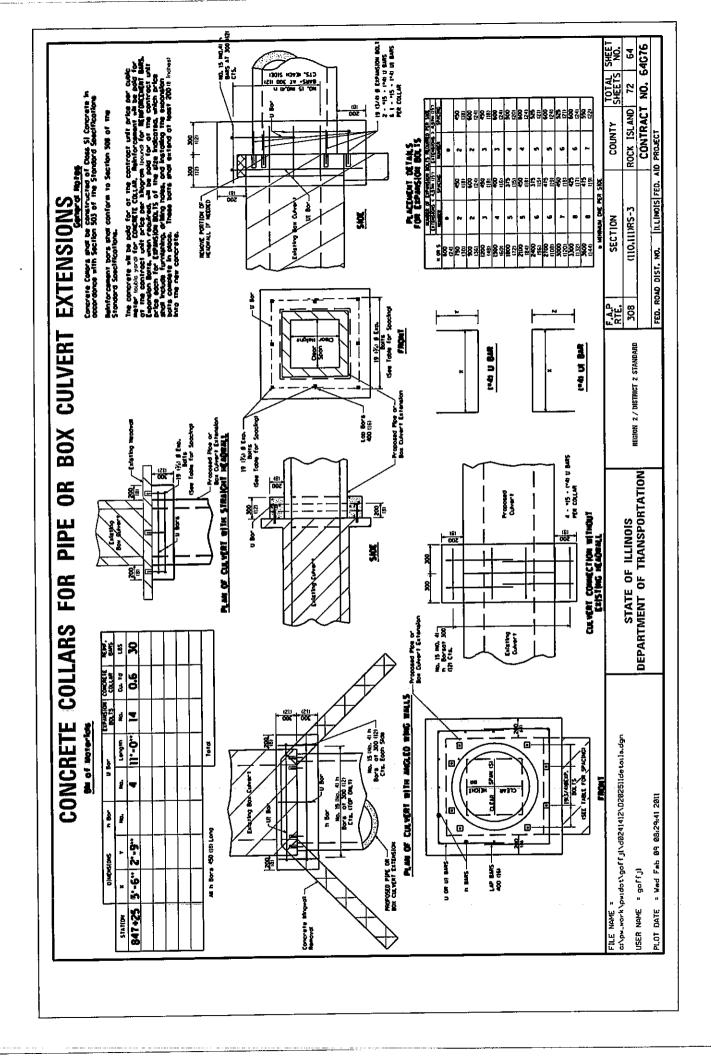
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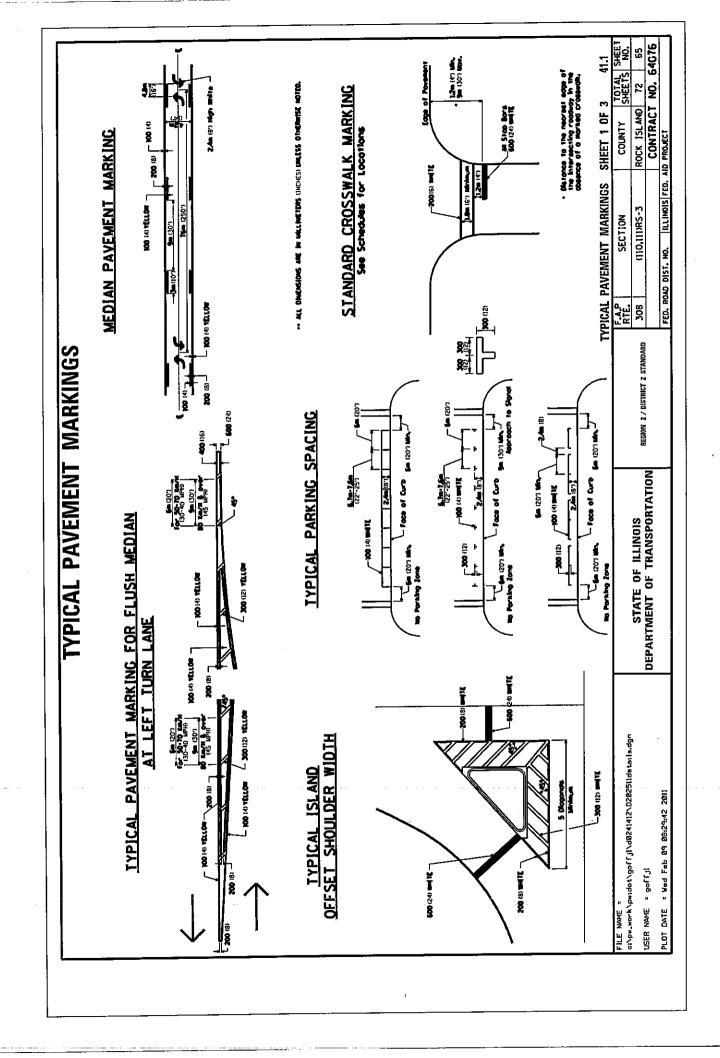


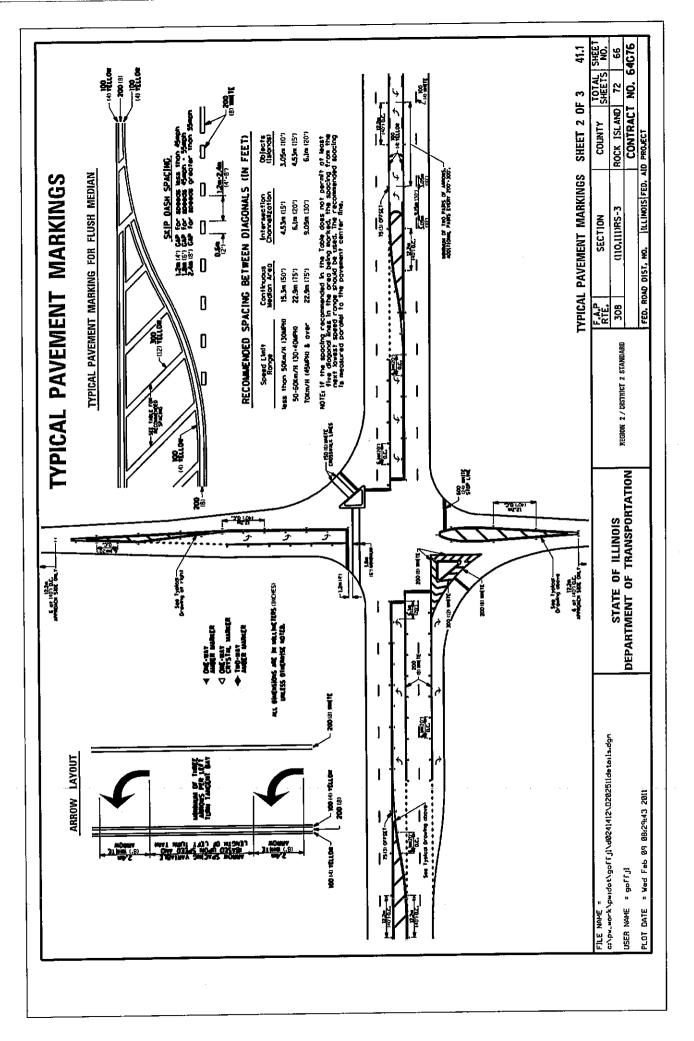


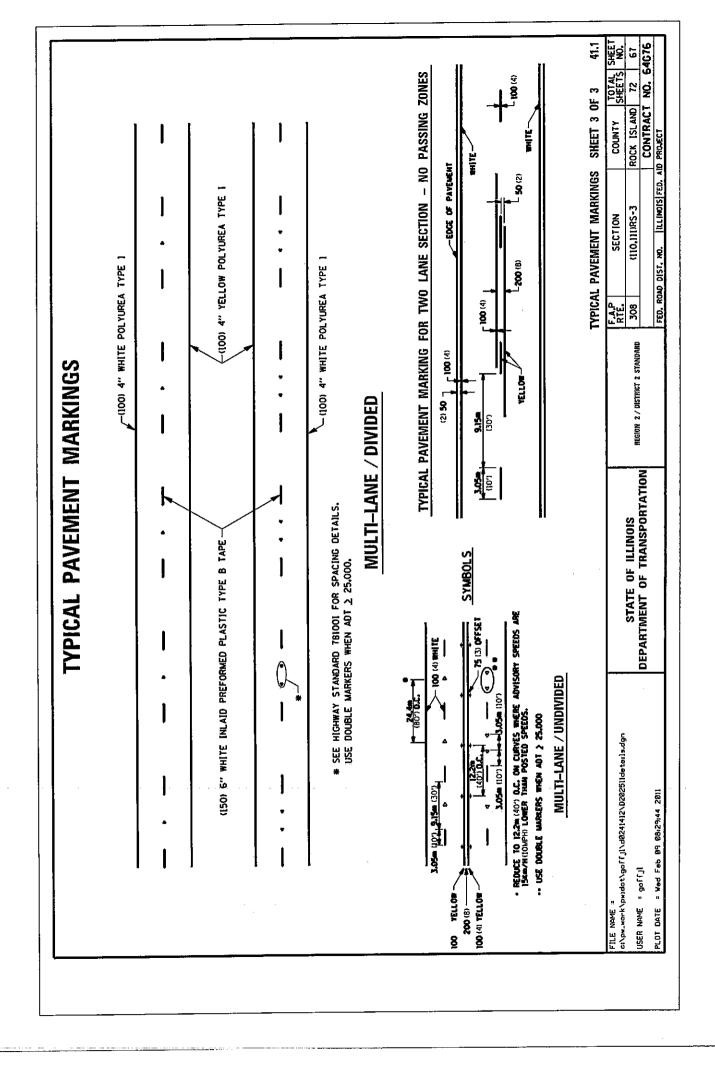


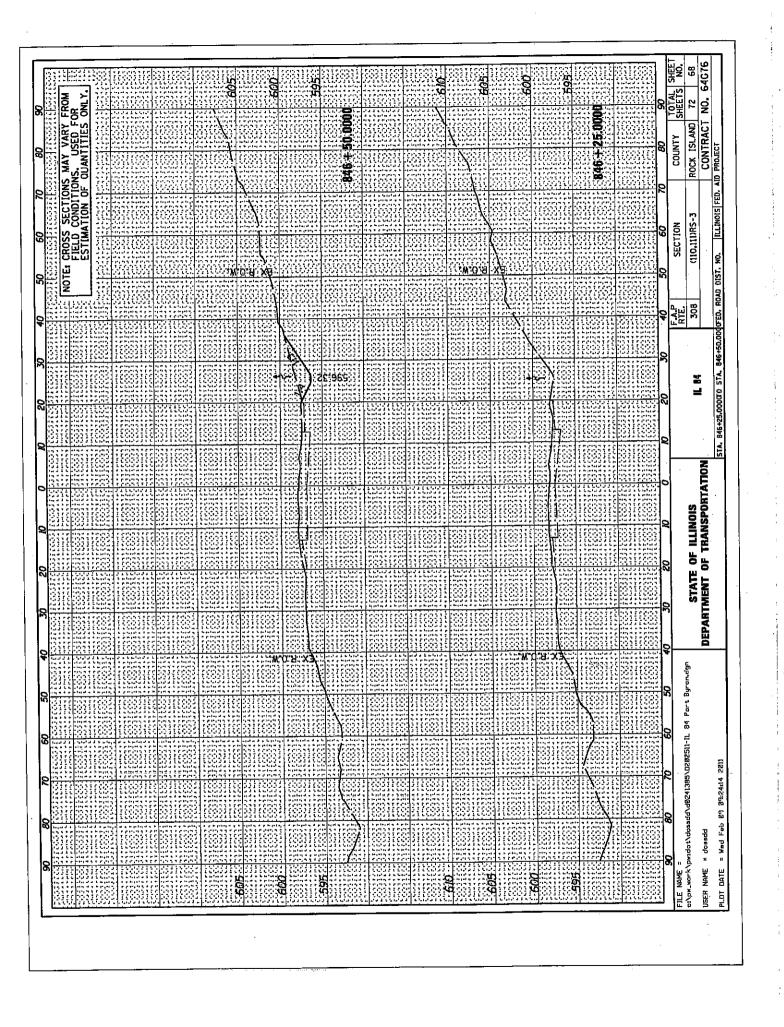


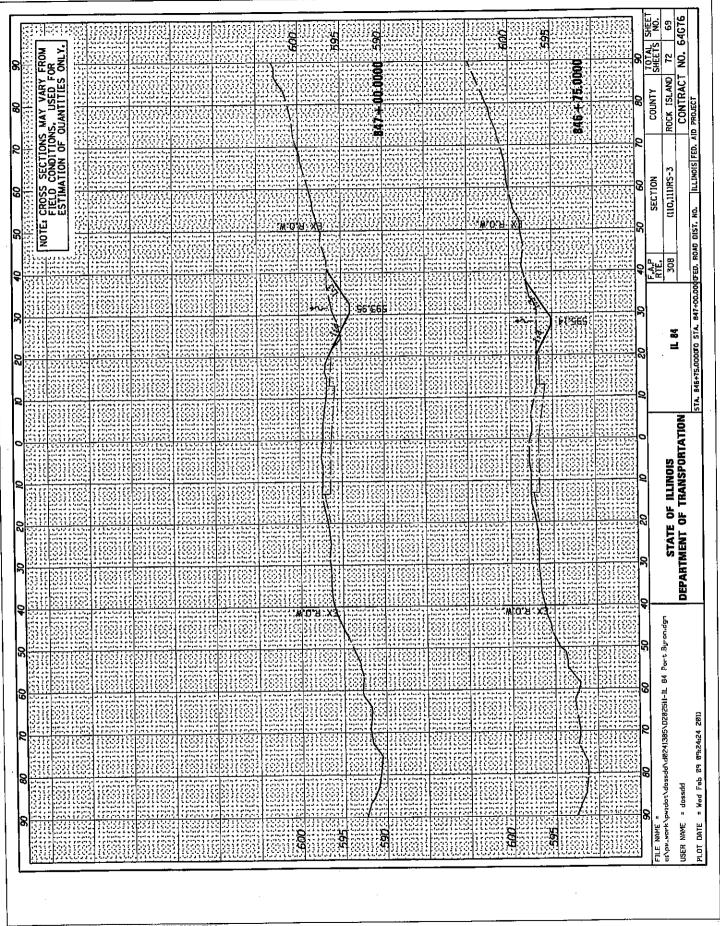


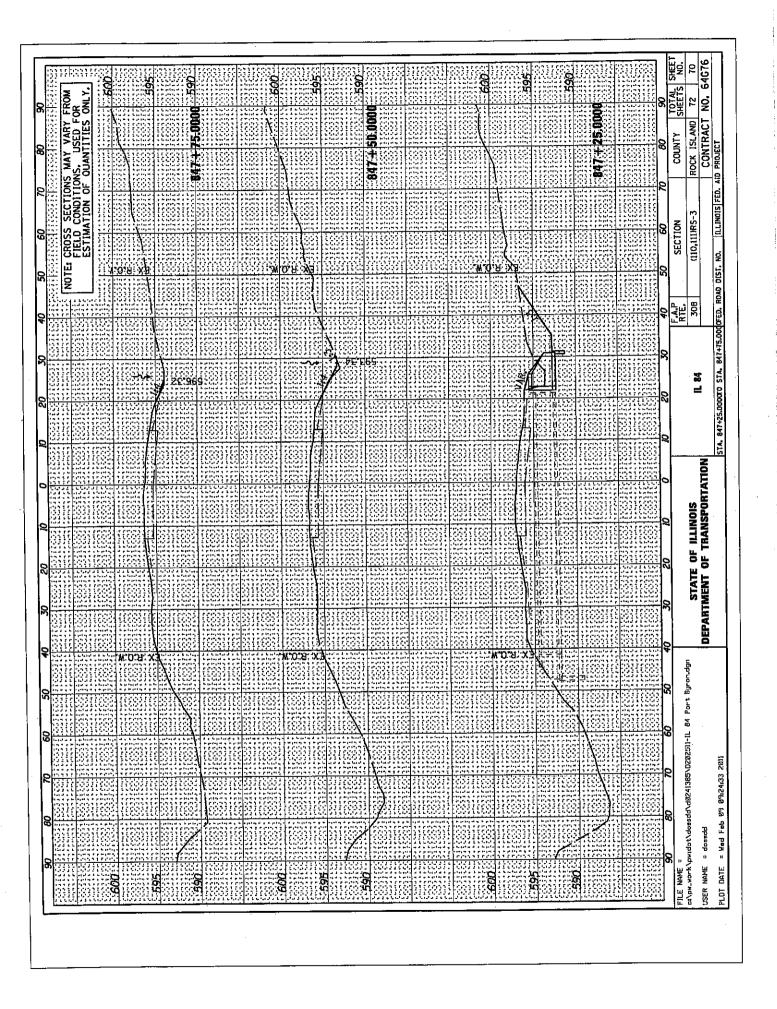


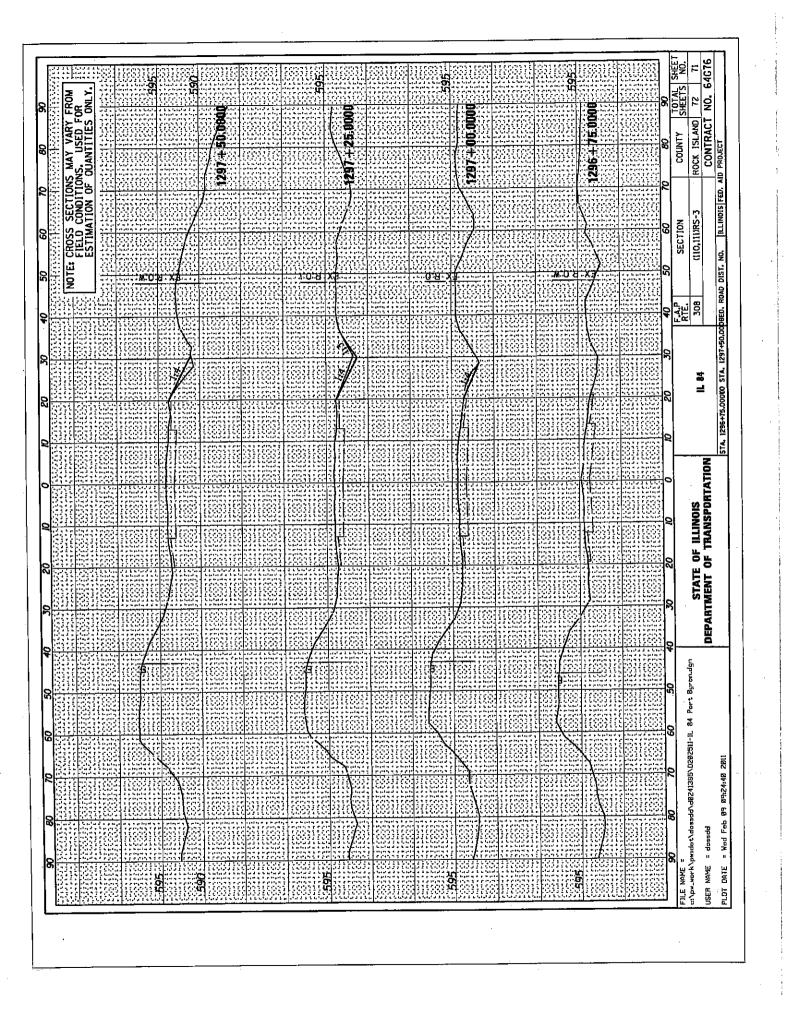


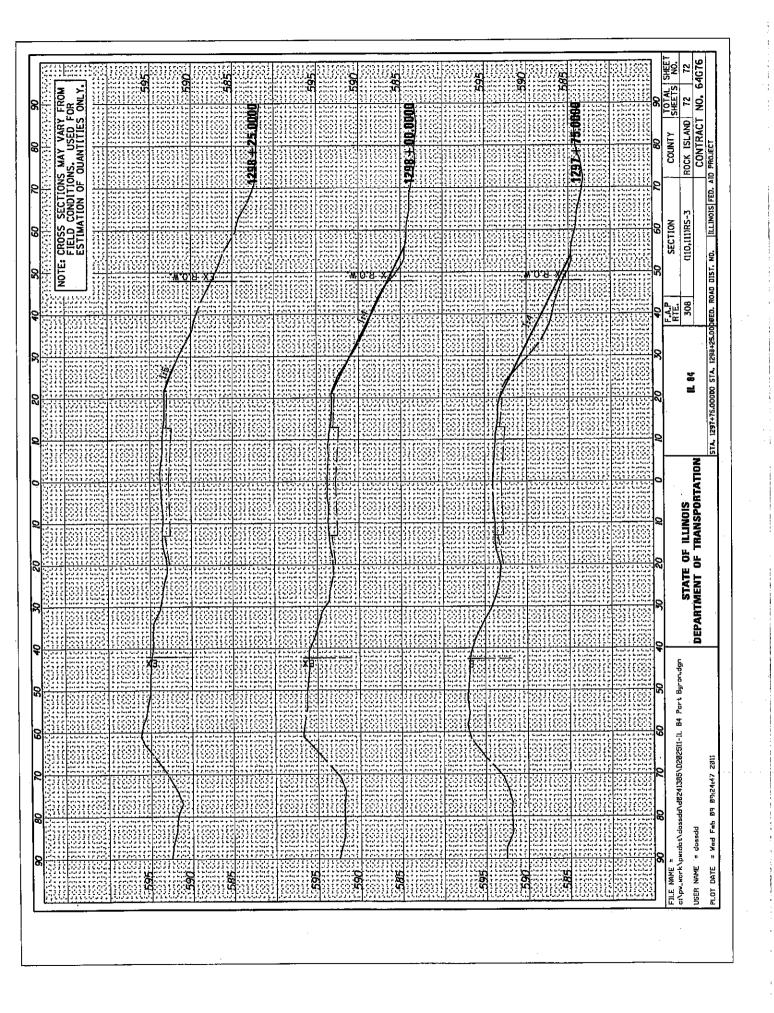












REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontract or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 14 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 <u>et seq</u>.) 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:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

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

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred

to the contractor for employment consideration. **b.** In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women

for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:
(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, qualifying, and upgrading minority and female employees; and
(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the

contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

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

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as

appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

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

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and

individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits 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 Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contract or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of

contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs. c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for submitting payroll copies of all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such

actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended,"
"ineligible,""lower tier covered transaction," "participant,"
"person," "primary covered transaction," "principal,"
"proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

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

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

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

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

covered transactions by any Federal department or agency; **b.** Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
d. Have not within a 3-year period preceding this

application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies.

including suspension and/or debarment. **c.** The prospective lower tier participant shall provide

immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier 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 <u>http://www.dot.state.il.us/desenv/delett.html</u>.

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.