

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 than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT is not responsible for any e-mail related failures.

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

Technical Questions about downloading these files may be directed to Roseanne Nance (217)-785-5875 or nancer@dot.il.gov

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806
Electronic plans and proposals	217/785-5875

ADDENDUMS TO THE PROPOSAL FORMS

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

30

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 21, 2005

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Route FAI 57
Project ACIM-574(125)184
District 5 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

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

**Contract No. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Project ACIM-574(125)184
Route FAI 57
District 5 Construction Funds**

10.74 miles of patching, resurfacing, and ramp repair along Interstate 57 between Neoga and Mattoon.

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.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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 No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 70028

State Job # - C-95-062-99
 PPS NBR - 5-93070-0000
 County Name - COLES- CUMBERLAND-
 Code - 29 - 35 -
 District - 5 - 5 -
 Section Number - (15,18-20)RS-2&(15-22)RS-2

Project Number
 ACIM-0574/125/184

Route
 FAI 57

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX005496	TRAF BAR TERM T6A SPL	EACH	3.000				
X0322729	MATL TRANSFER DEVICE	TON	58,078.000				
X0349800	CONC HDWL - P UNDR RM	EACH	245.000				
X3550500	BIT BC SUPER 8	SQ YD	1,391.000				
X4032500	BIT MATLS C&S CT SPL	GALLON	1,688.000				
X4040100	SEAL COAT AGG SPL	TON	84.000				
X4066530	P BCSC SUPER "D" N105	TON	30,430.000				
X4066660	P BCBC SUP IL19 N105	TON	27,648.000				
X4066920	POL LB MM SUPER N105	TON	682.000				
X4409420	BIT SURF REM 3 1/4	SQ YD	68,133.000				
X4409525	BIT SURF REM, 6 1/4"	SQ YD	58,567.000				
X4420051	CL A PATCH T2 11 1/4	SQ YD	572.000				
X4420052	CL A PATCH T3 11 1/4	SQ YD	16.000				
X4420054	CL A PATCH T4 11 1/4	SQ YD	93.000				
X4420155	CL D PATCH T3 15 1/4	SQ YD	18.000				

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X4420156	CL D PATCH T2 15 1/4	SQ YD	12.000				
X4420410	CL D PATCH T2 14 3/4	SQ YD	7.000				
X6013700	PIPE UNDERDRN REM SPL	FOOT	2,750.000				
X6610100	BIT CURB REPAIR	FOOT	130.000				
X7015005	CHANGEABLE MESSAGE SN	CAL DA	56.000				
Z0017100	DOWEL BARS	EACH	140.000				
Z0029999	IMPACT ATTENUATOR REM	EACH	4.000				
Z0030150	IMPACT ATTEN NRD TL3	EACH	8.000				
Z0075300	TIE BARS	EACH	65.000				
20200100	EARTH EXCAVATION	CU YD	440.000				
20400800	FURNISHED EXCAV	CU YD	5,835.000				
25000200	SEEDING CL 2	ACRE	4.000				
25000400	NITROGEN FERT NUTR	POUND	360.000				
25000500	PHOSPHORUS FERT NUTR	POUND	360.000				
25000600	POTASSIUM FERT NUTR	POUND	360.000				

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25100120	MULCH METHOD 2	TON	8.000				
25100630	EROSION CONTR BLANKET	SQ YD	1,164.000				
28000250	TEMP EROS CONTR SEED	POUND	400.000				
28000500	INLET & PIPE PROTECT	EACH	6.000				
31100300	SUB GRAN MAT A 4	SQ YD	1,513.000				
35101400	AGG BASE CSE B	TON	64.000				
40600100	BIT MATLS PR CT	GALLON	19,245.000				
40600105	BIT MATLS PR CT SPL	GALLON	32,902.000				
40600300	AGG PR CT	TON	1,043.000				
40600895	CONSTRUC TEST STRIP	EACH	2.000				
40600980	BIT SURF REM BUTT JT	SQ YD	14,118.000				
40600990	TEMPORARY RAMP	SQ YD	3,920.000				
40800040	INCIDENTAL BIT SURF	TON	107.000				
44000006	BIT SURF REM 1 1/2	SQ YD	127,681.000				
44000010	BIT SURF REM 3 1/2	SQ YD	265.000				

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44000030	BIT SURF REM VAR DP	SQ YD	3,354.000				
44000035	BIT SURF REM	SQ YD	391.000				
44200529	CL A PATCH T2 8	SQ YD	444.000				
44200533	CL A PATCH T3 8	SQ YD	84.000				
44200535	CL A PATCH T4 8	SQ YD	80.000				
44200970	CL B PATCH T2 10	SQ YD	53.000				
44201765	CL D PATCH T2 10	SQ YD	20.000				
44201769	CL D PATCH T3 10	SQ YD	32.000				
44201771	CL D PATCH T4 10	SQ YD	60.000				
44213000	PATCH REINFORCEMENT	SQ YD	1,289.000				
44213200	SAW CUTS	FOOT	8,734.000				
48101200	AGGREGATE SHLDS B	TON	7,509.000				
48202000	BIT SHOULDERS SUPER	TON	19,161.000				
50300225	CONC STRUCT	CU YD	1.500				
50800205	REINF BARS, EPOXY CTD	POUND	230.000				

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50901001	STEEL BRIDGE RAIL	FOOT	469.000				
51500200	RELOC NAME PLATES	EACH	4.000				
60100060	CONC HDWL FOR P DRAIN	EACH	291.000				
60100076	SHOULDER REM/REPL 11	FOOT	136,368.700				
60107600	PIPE UNDERDRAINS 4	FOOT	134,447.000				
60108100	PIPE UNDERDRAIN 4 SP	FOOT	6,150.000				
60300105	FR & GRATES ADJUST	EACH	21.000				
63000000	SPBGR TY A	FOOT	3,815.500				
63000130	SPBGR TY A SPL	FOOT	25.000				
63100045	TRAF BAR TERM T2	EACH	7.000				
63100085	TRAF BAR TERM T6	EACH	10.000				
63100087	TRAF BAR TERM T6A	EACH	6.000				
63100169	TR BAR TRM T1 SPL FLR	EACH	40.000				
63100215	TRAF BAR TERM T6 SPL	EACH	24.000				
63100217	TRAF BAR TERM T6B SPL	EACH	10.000				

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63200305	SPBGR REM	FOOT	5,300.000				
63301210	REM RE-E SPBGR TY A	FOOT	2,050.000				
63301990	REM RE-E T B TERM T1	EACH	2.000				
63400105	GUARD POSTS	EACH	42.000				
64200105	SHOULDER RUMBLE STRIP	FOOT	215,236.000				
67000400	ENGR FIELD OFFICE A	CAL MO	12.000				
67100100	MOBILIZATION	L SUM	1.000				
70100305	TRAF CONT-PROT 701400	L SUM	1.000				
70100420	TRAF CONT-PROT 701411	EACH	14.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70100700	TRAF CONT-PROT 701406	L SUM	1.000				
70100800	TRAF CONT-PROT 701401	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	39.000				
70300100	SHORT-TERM PAVT MKING	FOOT	38,353.000				
70300220	TEMP PVT MK LINE 4	FOOT	250,851.000				

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70301000	WORK ZONE PAVT MK REM	SQ FT	85,386.000				
78003110	PREF PL PM TB LINE 4	FOOT	28,355.000				
78008310	POLYUREA PM T2 LN 4	FOOT	243,011.000				
78008330	POLYUREA PM T2 LN 6	FOOT	165.000				
78008340	POLYUREA PM T2 LN 8	FOOT	9,287.000				
78008350	POLYUREA PM T2 LN 12	FOOT	80.000				
78008370	POLYUREA PM T2 LN 24	FOOT	105.000				
78100100	RAISED REFL PAVT MKR	EACH	3,124.000				
78100105	RAISED REF PVT MKR BR	EACH	52.000				
78200450	MONODIR GDRL REFL	EACH	156.000				
78200455	BIDIRECT GDRL REFL	EACH	30.000				
78201000	TERMINAL MARKER - DA	EACH	40.000				
78300200	RAISED REF PVT MK REM	EACH	2,256.000				

CONTRACT NUMBER

70028

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.

RETURN WITH BID

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

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

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

2. The bidder makes the certification set forth in Section 5 of the Act.

F. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and each of its subcontractors. Unless otherwise directed in writing by the Department, 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 may be indicated as to be subcontracted.

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.

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

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**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 \$10,000, 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.**

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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(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 ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):
% or \$ value of ownership/distributable income share: _____

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 ___ No ___

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary. _____

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- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or 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 2 times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State 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 ___

RETURN WITH BID/OFFER

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ___ No ___

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

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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 submitted on behalf of the CONTRACTOR listed on the previous page.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**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 \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

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.

RETURN WITH BID

**Contract No. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Project ACIM-574(125)184
Route FAI 57
District 5 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

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

Signature: _____ Title: _____ Date: _____

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.

RETURN WITH BID

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

RETURN WITH BID

**Contract No. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Project ACIM-574(125)184
Route FAI 57
District 5 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.

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

If more than two parties are in the joint venture, please attach an additional signature sheet.

RETURN WITH BID



Illinois Department of Transportation

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

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)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of, A.D.

My commission expires Notary Public

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

Electronic Bid Bond ID# Company/Bidder Name Signature and Title

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

Engineer of Design and Environment - Room 323
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. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Project ACIM-574(125)184
Route FAI 57
District 5 Construction Funds**



Illinois Department of Transportation



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 21, 2005. 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. 70028
COLES-CUMBERLAND Counties
Section (15,18-20)RS-2&(15-22)RS-2
Project ACIM-574(125)184
Route FAI 57
District 5 Construction Funds**

10.74 miles of patching, resurfacing, and ramp repair along Interstate 57 between Neoga and Mattoon.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2004

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

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 1-1-02) (Revised 1-1-04)

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RECURRING SPECIAL PROVISIONS

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

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FAI Route 57
Section (15,18-20)RS-2 & (15-20)RS-2
Cumberland & Coles Counties

BDE SPECIAL PROVISIONS
For The January 21, 2005 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1		Accessible Pedestrian Signals (APS)	April 1, 2003	
* 80141	2		Additional Award Criteria	June 1, 2004	
80052	3	X	Adjusting Frames and Grates	Aug. 1, 2001	Nov. 1, 2001
80093	4		Articulated Block Revetment Mat	Jan. 1, 2003	
80108	5		Asbestos Bearing Pad Removal	Nov. 1, 2003	
7254I	6		Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal	June 1, 1989	June 30,1994
80128	7		Authority of Railroad Engineer	July 1, 2004	
80065	8	X	Bituminous Base Course/Widening Superpave	April 1, 2002	April 1, 2004
80050	9	X	Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
* 80142	10	X	Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066	11		Bridge Deck Construction	April 1, 2002	April 1, 2004
5026I	12		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
5048I	13		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
5049I	14		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
5053I	15		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118	16	X	Butt Joints	April 1, 2004	
80031	17	X	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	
80077	18		Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051	19		Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	20	X	Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112	21		Concrete Barrier	Jan. 1, 2004	April 2, 2004
80078	22	X	Controlled Aggregate Mixing System	Nov. 1, 2002	
80102	23		Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80113	24		Curb Ramps for Sidewalk	Jan. 1, 2004	
80114	25	X	Curing and Protection of Concrete Construction	Jan. 1, 2004	
80029	26	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 1, 2004
80100	27	X	Epoxy Coatings for Steel Reinforcement	April 1, 2003	
31578	28	X	Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041	29		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055	30	X	Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103	31	X	Expansion Joints	Aug. 1, 2003	
80101	32	X	Flagger Vests	April 1, 2003	
80079	33	X	Freeze-Thaw Rating	Nov. 1, 2002	
80072	34	X	Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054	35	X	Hand Vibrator	Nov. 1, 2003	
80109	36	X	Impact Attenuators	Nov. 1, 2003	
80110	37		Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104	38		Inlet Filters	Aug. 1, 2003	
80080	39		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
80067	40		Light Emitting Diode (LED) Signal Head	April 1, 2002	Aug. 1, 2003
80081	41		Lime Gradation Requirements	Nov. 1, 2002	
80133	42		Lime Stabilized Soil Mixture	Nov. 1, 2004	
80045	43	X	Material Transfer Device	June 15, 1999	March 1, 2001
* 80137	44	X	Minimum Lane Width with Lane Closure	Jan. 1, 2005	
* 80138	45	X	Mulching Seeded Areas	Jan. 1, 2005	
80082	46	X	Multilane Pavement Patching	Nov. 1, 2002	
80129	47		Notched Wedge Longitudinal Joint	July 1, 2004	
80069	48		Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003
80116	49	X	Partial Payments	Sept. 1, 2003	
80013	50	X	Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
53600	51	X	Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
80022	52	X	Payment to Subcontractors	June 1, 2000	Sept. 1, 2003
80130	53	X	Personal Protective Equipment	July 1, 2004	
80134	54	X	Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073	55	X	Polymer Modified Emulsified Asphalt	Nov. 1, 2002	

FAI Route 57
Section (15,18-20)RS-2 & (15-20)RS-2
Cumberland & Coles Counties

File Name	#		Special Provision Title	Effective	Revised
80119	56	X	Polyurea Pavement Marking	April 1, 2004	
80124	57	X	Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
* 80139	58	X	Portland Cement	Jan. 1, 2005	
80083	59	X	Portland Cement Concrete	Nov. 1, 2002	
80036	60	X	Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
80095	61		Precast Block Revetment Mat	Jan. 1, 2003	
419	62	X	Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120	63		Precast, Prestressed Concrete Members	April 1, 2004	
80084	64		Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015	65	X	Public Convenience and Safety	Jan. 1, 2000	
80121	66		PVC Pipeliner	April 1, 2004	
80122	67		Railroad, Full-Actuated Controller	April 1, 2004	
34261	68		Railroad Protective Liability Insurance	Dec. 1, 1986	May 1, 1988
80105	69	X	Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011	70	X	RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
* 80032	71	X	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Jan. 1, 2001	Jan. 1, 2005
80085	72		Sealing Abandoned Water Wells	Nov. 1, 2002	
80131	73	X	Seeding and Sodding	July 1, 2004	Nov. 1, 2004
80132	74		Self-Consolidating Concrete for Precast Products	July 1, 2004	
80074	75	X	Shoulder Inlets with Curb	Aug. 1, 2002	
80096	76	X	Shoulder Rumble Strips	Jan. 1, 2003	
* 80140	77	X	Shoulder Stabilization at Guardrail	Jan. 1, 2005	
80135	78		Soil Modification	Nov. 1, 2004	
80070	79	X	Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	July 1, 2004
* 80127	80	X	Steel Cost Adjustment	April 2, 2004	July 1, 2004
80117	81		Stone for Erosion Protection, Sediment Control, and Rockfill	Jan. 1, 2004	
80086	82	X	Subgrade Preparation	Nov. 1, 2002	
80136	83		Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
80010	84	X	Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039	85		Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
80075	86	X	Surface Testing of Pavements	April 1, 2002	July 1, 2004
80092	87		Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
80087	88	X	Temporary Erosion Control	Nov. 1, 2002	
80008	89		Temporary Module Glare Screen System	Jan. 1, 2000	
80106	90		Temporary Portable Bridge Traffic Signals	Aug. 1, 2003	
80098	91	X	Traffic Barrier Terminals	Jan. 1, 2003	
* 57291	92	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
80088	93		Traffic Structures	Nov. 1, 2002	
20338	94	X	Training Special Provisions	Oct. 15, 1975	
80107	95		Transient Voltage Surge Suppression	Aug. 1, 2003	
80123	96	X	Truck Bed Release Agent	April 1, 2004	
80091	97	X	Underdrain Operations	Nov. 1, 2002	
80048	98	X	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
* 80090	99	X	Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
80125	100	X	Work Zone Speed Limit Signs	April 2, 2004	April 15, 2004
80126	101	X	Work Zone Traffic Control	April 2, 2004	
80097	102	X	Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071	103	X	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

80111 Additional Bidder Responsibility This special provision has been replaced by the BDE Special Provision, "Additional Award Criteria".

43761 Driving Guardrail Posts This special provision has been made obsolete by revising Standard 630201 and issuing the BDE Special Provision, "Shoulder Stabilization at Guardrail".

FAI Route 57
Section (15,18-20)RS-2 & (15-20)RS-2
Cumberland & Coles Counties

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

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

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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, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 57, Section (15,18-20)RS-2 & (15-20)RS-2 in Cumberland and Coles Counties and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

INTENT OF PROJECT

The intent of this project is to repair the existing roadway and to resurface I-57 to improve the smoothness, extend the service life and to provide a safe comfortable environment to the traveling public. Appropriate measures are to be taken by the Contractor to preserve the surrounding environment and keep all roadways open to traffic at all times with limited disruptions to the flow of traffic. To that end, the Contractor shall comply with the following traffic control plan.

DESCRIPTION OF PROJECT/SEQUENCE OF OPERATIONS

The work included in this project consists of:

I-57/Cumberland and Coles Co. (15,18-20)RS-2.

Stage 1

- Bituminous surface removal 6 ¼ inch on both northbound and southbound driving lanes.
- Class D patching in driving lanes.
- Construct binder in 2 lifts on driving lane, (2 ½" and 2 ¼")

Stage 2

- Bituminous surface removal 1 ½ inch on passing lane, inside and outside shoulders and median crossovers.
- Class D patching on passing lanes and ramps at US 45.
- Construct deceleration lanes northbound and southbound at the median crossover at station 300+17.
- Resurface the mainline pavement and ramps at the Neoga interchange.
- Installation of inertial barriers at overhead structures 018-0033 and 018-0034.
- Upgrading of the guardrail and traffic barrier terminals.
- Installing new pavement markings and raised reflective pavement markers.
- Other items needed to complete the work.

I-57/ Coles Co. (15-22)RS-2

Stage 1

- Class A patching of the passing lane northbound and southbound.
- Installation of new pipe underdrains and outlets at northbound and southbound passing lane edge of pavements.
- Construct deceleration lanes at median crossover at station 839+40.
- Construct 1 ¾" surface on northbound and southbound passing lanes and median shoulder.

Stage 2

- Bituminous surface removal 3 ¼ inch on both northbound and southbound driving lanes in areas not previously inlaid.
- Class A patching in driving lanes.
- Construct 3 ¼ " binder in driving lanes .
- Install pipe underdrains and outlets at driving lane edge of pavement.
- Resurface the driving lane pavements of I-57.
- Class B patch and resurface the ramp pavements at the US 45/I-57 interchange south of Mattoon.
- Mill and resurface the southbound US 45 right turn lane onto I-57.
- Install inertial barriers at overhead structures 015-0029 and 015-0032.
- Upgrading of guardrail and traffic barrier terminals.
- Installation of new pavement markings and raised reflective pavement markers.
- Other items needed to complete the work.

TRAFFIC CONTROL PLAN

Eff. 09-11-90
Rev.: 01-06-99

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

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards relating to Traffic Control, and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards:	701101	701306	701401	701406	701400
	701411	701426	702001		

Traffic: It is the intention of the Department that FAI Route 57 be kept open to traffic at all times during the construction of this section. Construction operations will be staged to allow at least one lane open in each direction of traffic at all times on I-57. Construction on the main line in the area of the ramps at US 45 at Neoga and US 45 at Mattoon, will be staged so that the ramps are kept open during the patching and resurfacing operations.

At any particular location, the Contractor shall keep all equipment, materials, and vehicles off the traffic lanes and adjacent shoulder on the side of the pavement that is open to traffic.

To clarify Article 107.09, the traveled way shall be defined as all traffic lanes and shoulders.

The following traffic control standards shall be utilized during, but not limited to, the listed construction operations.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701101

Traffic Control and Protection, Standard 701101 shall be used for guardrail installation or any other operation that is 15 feet or less from the edge of pavement. Traffic Control and Protection, Standard 701101 will not be measured for payment.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701306

Traffic Control and Protection, Standard 701306 shall be utilized during guardrail improvements and any other slow moving operations on overheads. Special attention is called to Article 701.04(b) where reference is made to the protection of unattended obstacles or excavations in the work area.

Traffic Control and Protection, Standard 701306 will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701306.

TRAFFIC CONTROL PLAN (CONT'D.)

TRAFFIC CONTROL AND PROTECTION, STANDARD 701400

Traffic Control and Protection, Standard 701400 shall be used in conjunction with Traffic Control and Protection, Standard 701401 and 701406.

Traffic Control and Protection, Standard 701400 will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701400.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701401

Traffic Control and Protection, Standard 701401 shall be utilized for all milling and resurfacing operations on FAI 57 and US 45, or when at any time any vehicle, equipment, workers or their activities encroach on the lane adjacent to the shoulder, or on the shoulder within 2 feet of the edge of pavement for daylight operations exceeding one day. Direction Indicator Barricades will be utilized in the lane taper areas.

Traffic Control and Protection, Standard 701401 will be measured for payment on a lump sum basis and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701401.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701406

Traffic Control and Protection, Standard 701406 will be utilized during pavement patching operations on FAI 57 or any other construction operations that will encroach on the interstate roadway. Direction Indicator Barricades will be utilized in the lane taper areas.

Traffic Control and Protection, Standard 701406 will be measured for payment on a lump sum basis and paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701406.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701426

Traffic Control and Protection, Standard 701426 shall be used for pavement marking operations and raised reflective pavement marker operations. The flagger will not be required unless there are workers on the pavement.

Traffic Control and Protection, Standard 701426 will not be measured for payment.

TRAFFIC CONTROL PLAN (CONT'D.)

TRAFFIC CONTROL AND PROTECTION, STANDARD 701411

Traffic Control and Protection, Standard 701411 shall be used in conjunction with lane closures and entrance and exit ramps on FAI 57 during milling and resurfacing operations when such operations interfere with access and standard operation of the ramps. (See Special Detail for Ramp Work Areas)

Traffic Control and Protection, Standard 701411 will be measured for payment on a per each basis and paid for at the contract price per each for TRAFFIC CONTROL AND PROTECTION, STANDARD 701411.

The basis for the per each connotation is that traffic control set-up at ramps B and D at the Neoga interchange, ramps A, B, C, and D at the US 45 interchange south of Mattoon and ramps A, B, C, D, E, F, G, and H at the IL 16 interchange, will be 1 each per ramp which includes both driving lane closures for patching, milling and resurfacing operations, as well as passing lane closures for patching, milling, and resurfacing operations and no other compensation will be allowed.

COMPLETION DATE PLUS WORKING DAYS

The Contractor shall complete all **contract items** and safely open all roadways to traffic by **December 2, 2005**, except as specified herein.

Contract items shall include, but not be limited to: removal items, earthwork, pavement, shoulder construction, bridge construction, pavement markings, signing, guardrail, drainage culverts, and structures.

A completion date, interim or final, shall be defined as starting 12 Midnight and ending at 11:59 PM, twenty-four hours later.

The Contractor will be allowed to complete all clean-up work, permanent seeding, landscaping, permanent erosion control items, and punch list items within 10 working days after December 2, 2005. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Liquidated damages shall be charged in accordance with Article 108.09 of the Standard Specifications.

Article 108.09 of the Standard Specifications shall apply to both the completion date and the number of working days

BITUMINOUS RESURFACING

Effective: 01/27/2000

Revised: 04/19/2004

Revise the first paragraph of Article 406.18 as follows:

“406.18 Butt Joints. Butt joints shall be constructed according to the details shown on the plans. The surface removal shall be performed according to Section 440. Construction of butt joints shall not begin prior to beginning general operations on the project.

When butt joints are to be constructed under traffic, temporary ramps shall be constructed and maintained at both the upstream and downstream ends of the surface removal areas immediately upon completion of the surface removal operation. The temporary ramps shall be constructed by the following methods.

- (a) Temporary Bituminous Ramps. Temporary bituminous ramps shall have a minimum taper rate of 1:40 (V:H). For Interstates and Expressways with posted speed limits of 55 mph or greater, ramps shall be constructed of hot mix bituminous concrete surface course or binder course, and shall have a minimum taper rate of 1:120 (V:H). The bituminous material used shall meet the approval of the Engineer. Cold-milled bituminous tailings will not be acceptable.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 45 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the rubber ramp shall have a maximum thickness of ¼ inch (6 mm) and the trailing edge shall match the height of the adjacent pavement ± ¼ inch (6 mm).

The rubber material shall conform to the following:

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	80 ±10
Tensile Strength	ASTM D 412	800 psi (5500 kPa) min.
Elongation, percent	ASTM D 412	100 min.
Specific Gravity	ASTM D 297	1.1-1.3
Brittleness	ASTM D 746	-40 °C (-40 °F)

The rubber ramps shall be installed according to the manufacturer’s specifications and fastened with the anchors provided. Rubber ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary bituminous ramps at the Contractor’s expense.

The temporary ramps shall be removed just prior to placing the proposed surface course. If work is suspended for the winter season prior to completion of surface course construction, precut butt joints shall be filled to the elevation of the existing pavement surface with compacted bituminous concrete surface course or binder course.

BITUMINOUS SURFACE TREATMENT, SPECIAL

Eff: 07-07-1998
Rev: 02-11-2004

This work shall be according to Section 403 and as modified herein:

Materials and General Requirements:

This work shall consist of the application of a Bituminous Surface Treatment (Class A-1) along existing joints and/or cracks prior to placement of the bituminous overlay. Unless otherwise shown in the plans, the width of application shall be 2 feet (0.6 m.)

The bituminous material to be used shall be HFP-90, as specified elsewhere herein. The application rate of the HFP-90 shall be 0.2 to 0.3 gal/yd² (0.9 to 1.4 L/m².)

The seal coat aggregate shall be FA 01 / FA 02 natural sand or crushed gravel FA-20 material. Crushed Limestone or Dolomite FA 20 will not be allowed. The aggregate shall be applied at the rate of 20 to 30 lb/yd² (11 to 16 kg/m²). The aggregate shall be rolled into the bituminous material immediately after application. Application rates may vary due to underlying pavement conditions.

LOOSE GRAVEL, (W8-7(O)-30) signs shall be erected at the beginning and end of the seal coat limits and at all sideroads indicated in the plans.

In addition to the requirements of Article 403.13, sweeping shall be done prior to opening the seal coat area to traffic.

Basis of Payment: This work will be paid for at the contract unit price per gallon (liter) for BITUMINOUS MATERIALS (COVER AND SEAL COATS), SPECIAL, and at the contract unit price per ton (metric ton) for SEAL COAT AGGREGATE, SPECIAL, which prices shall include payment for all materials, equipment, labor, and the Loose Gravel signs.

MATERIAL TRANSFER DEVICE (BDE)

Effective Date: June 15, 1999

Revised Date: March 1, 2001

Description. This work shall consist of placing Polymer Bituminous Concrete Binder Course, Superpave, IL19.0, N105 and Polymer Bituminous Concrete Surface Course, Superpave, Mix "D", N105, except that these materials shall be placed using a material transfer device.

Materials and Equipment. The Material Transfer Device shall have a minimum surge capacity of 13.5 metric tons (15 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.
- (b) Paver Hopper Insert. The paver hopper insert shall have a minimum capacity of 12.7 metric tons (14 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 bituminous material. The longitudinal paddle mixers shall be located in the paver hopper insert.

Construction Requirements. The material transfer device shall be used for the placement of mainline binder and mainline/ramp surface courses. The material transfer device speed shall be adjusted to the speed of the paver to maintain a continuous, non-stop paving operation.

The material transfer device will be permitted on partially completed segments of full-depth bituminous concrete pavement if the thickness of binder in place is 250 mm (10 in.) or greater.

Structures. 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 bituminous 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.

Method of Measurement. This work will be measured for payment in metric tons (tons) for Polymer Bituminous Concrete Binder and Surface Course materials placed with a material transfer device.

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

The various bituminous 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.

BITUMINOUS MATERIALS (PRIME COAT), SPECIAL

The placement of the bituminous materials (prime coat), special shall be used on all pavements excluding shoulders. For this placement the Standard Specifications shall be revised as described below.

Revise Article 406.02 – Note 2 as follows,

Prime (tack) on Brick, Concrete or Bituminous Bases and Intermediate Lifts shall be a Polymer Modified Emulsified Asphalt anionic (SS-1hP) or cationic (CSS-1hP).

This work shall be paid for at the contract unit price per gallon for BITUMINOUS MATERIALS (PRIME COAT), SPECIAL

CLASS D PATCHING

Eff. 11-08-2000
Rev. 02-11-2004

This work shall be according to Section 442 for Class D Patching except the mixtures and materials shall be according to the requirements for Superpave Bituminous Concrete Mixtures included elsewhere in this contract.

Unless otherwise shown in the contract, the performance graded asphalt cement and number of design gyrations for the mixture shall be the same as for other resurfacing mixtures specified to overlay the patching shown in the plans. Polymer modified asphalt cement will not be required for the Class D Patching.

Construction Requirement and Method of Measurement shall apply according to Section 442.

This work will be paid for at the contract unit price per square yard (square meter) for CLASS D PATCHES of the type and thickness specified

GUARD POSTS

Eff. 03-05-97
Rev. 02-11-2004

This work shall consist of furnishing and setting guard posts according to Section 634 of the Standard Specifications except as follows:

- The cross section of the posts shall be nominal 4 inches by 4 inches (100 mm by 100 mm.)
- The tops of the posts shall not be rounded, but shall be sloped at 30 degrees to the horizontal.
- The length of the posts shall be 5 feet (1.5 m).
- The embedment of the posts shall be 33 inches (0.84 m.)
- For closure of median ditch checks, the nominal spacing of the posts shall be 5 feet (1.5 m.)

GUARD RAIL REMOVAL AND INSTALLATION

Eff. 09-11-90
Rev.: 01-01-97

This work shall be done in accordance with Sections 630, 632, and 701.05(f) of the Standard Specifications and as modified herein:

During the removal of guard rail, posts shall not be exposed overnight without rail elements.

New or additional guard rail shall be completed within three days after the posts have been installed.

Guard rail stored on the right-of-way prior to installation shall be placed against the posts or at the shoulder line.

Any inconvenience or delays caused the Contractor in complying with this Special Provision will be considered as incidental to the various pay items for guard rail removal and guard rail installation and no additional compensation will be allowed.

GUARDRAIL INSTALLATION TIME

Eff. 01-29-99

Add the following to the end of the third paragraph of Article 701.05(f):

“Should the guardrail reinstallation be delayed beyond 10 calendar days following any removal of the existing guardrail, the contractor will be required to protect the hazard with attenuator drums or other redirective devices acceptable to the Engineer.

When Standard 701401 is specified in the contract for other construction operations and lane closures are required in accordance with Article 701.06(f) of the Standard Specifications, or when the incomplete reinstallation is located behind temporary concrete barriers required for traffic control in accordance with the contract, attenuator drums or other redirective devices will not be required in addition to the lane closure for protection of the hazards created by incomplete guardrail installations.”

PNEUMATIC-TIRED ROLLER FOR SUPERPAVE

Eff. 10-01-98

Rev. 02-11-04

For all Superpave Bituminous Concrete Mixtures placed at a rate exceeding 85 tons per hour (75 metric tons per hour), a pneumatic-tired roller will be required as the intermediate roller. This roller shall meet the requirements of Table 1 of Article 406.16 of the Standard Specifications. This provision shall hold over any other requirements included elsewhere in the contract.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per ton (metric ton) or square yard (square meter) of the various items of BITUMINOUS CONCRETE MIXTURES SUPERPAVE, CLASS I, of the mixture, type, and thickness (if applicable) specified.

PREFORMED PLASTIC PAVEMENT MARKING, TYPE B

Eff. 01/27/2000

Rev. 04/20/2004

Preformed Plastic Pavement Marking, Type B shall be installed in accordance with Article 780.07(a) of the Standard Specifications. It is the intention of the Department that the preformed plastic pavement marking be placed as the skip-dash centerline as described in the Typical Application of Pavement Marking for Interstate and Multilane Divided Highways. The skip-dash stripe will be placed on the passing lane side of the longitudinal centerline joint. This work shall be performed in accordance with applicable articles of Section 780 of the Standard Specifications except as noted above. The work shall be paid per Article 780.12 of the Standard Specifications with no additional compensation allowed.

RAISED REFLECTIVE PAVEMENT MARKER REMOVAL

Eff. 10-22-97

Rev. 02-11-2004

Delete the last sentence of the second paragraph of Article 783.03(a).

Replace Article 783.03(b) with the following:

“Where removal of raised reflective markers is indicated in the plans, this shall consist of complete removal of the castings, and reflectors from the pavement structure. Where cold milling is not proposed, or where the proposed depth of cold milling is less than 1½ inches (38 mm), the holes resulting from the removal of raised reflective markers shall immediately be cleaned out with compressed air, filled with a bituminous mixture meeting the requirements of Article 406.11, and compacted to the satisfaction of the Engineer. This work shall be completed prior to cold milling, or prior to bituminous concrete placement if cold milling is not specified.”

Add the following at the end of Article 783.06:

“The payment for RAISED REFLECTIVE MARKER REMOVAL shall include complete removal and disposal of the castings and reflectors, and furnishing, placing, and compacting the bituminous material in the holes as specified above.”

SEEDING

Eff. 09-11-90

Rev.: 01-01-97

Earth slopes which are disturbed as a result of the normal widening and shoulder operations as shown on details for reconstruction of maintenance crossovers provided in the plans, shall be seeded with Class 2 Seeding, fertilized and mulched in accordance with Method 2 in accordance with the applicable portions of Sections 250 and 251 of the Standard Specifications. Measurement for payment shall not be greater than as shown in the typical cross sections. Areas outside the limits shown on the typical cross sections which are disturbed by the Contractor's operations shall also be seeded, fertilized and mulched in accordance with the General Notes included in the plans and with Sections 250 and 251 of the Standard Specifications, and will not be measured for payment.

The Contractor shall specify at the time of the preconstruction conference which procedure method of mulching he/she plans to use.

This work will be paid for at the contract unit price for the items used, measured as specified herein and in the Standard Specifications and no additional compensation will be allowed.

SEEDING, AND EROSION CONTROL BLANKET, AT CONCRETE HEADWALLS FOR PIPE DRAINS

Eff. 09-11-90
Rev. 02-11-04

The area around the proposed concrete headwalls for the pipe drains shall be seeded with Seeding, Class II and covered with Erosion Control Blanket. The slopes around the headwalls shall be graded in accordance with Section B-B shown on Standard 601001.

Seeding, Class II and the Erosion Control Blanket shall be placed 24 inches (600 mm) wide above, along each side of the headwall, and beyond the downstream end of the headwall. Each headwall requires approximately 4 square yards (3.5 square meters) of cover materials.

This work will be paid for at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET which price shall include the earth excavation required to grade the slopes and the required seeding, and no additional compensation will be allowed. The excavated material shall be disposed of on the sideslopes to the satisfaction of the Engineer.

TRAFFIC BARRIER TERMINAL, TYPE 6 (SPECIAL) & TYPE 6A (SPECIAL)

Description:

This work shall consist of furnishing and erecting Traffic Barrier Terminals, Type 6 (Special) and Type 6A (Special), removal and reinstallation of existing guardrail elements and posts, the field adjustments of guardrail lengths, drilling of mounting holes, re-galvanizing of all exposed metal surfaces and any other items needed to complete the work as shown in the plans. All bolts, nuts, washers, post or rail elements damaged during the removal of the existing guardrail shall be replaced at the Contractor's expense. This work shall conform the applicable portions of Section 631 and 633 of the Standard Specifications.

Method of Measurement:

The method of measurement shall be in accordance to Article 631.10 of the Standard Specifications.

Basis of Payment:

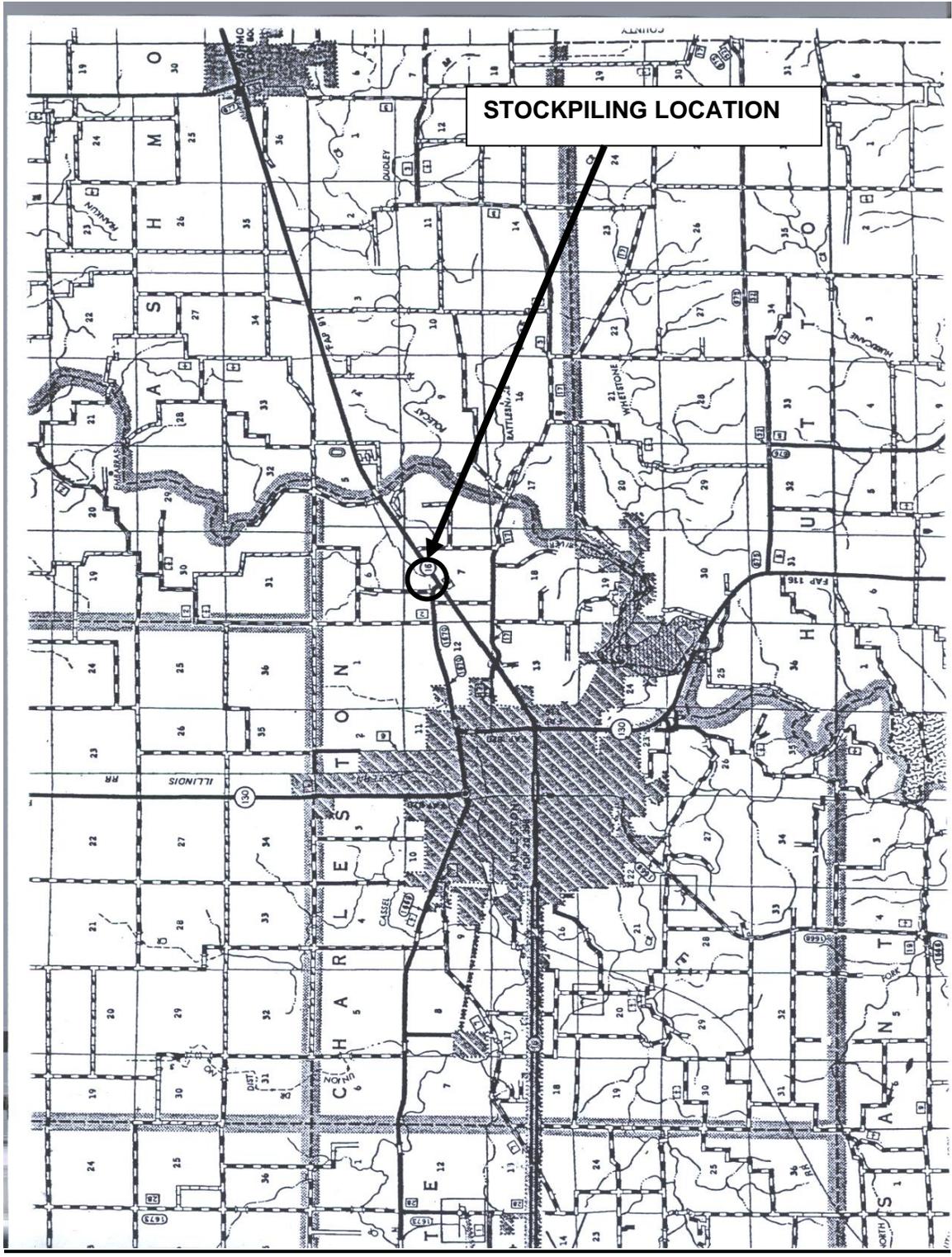
The basis of payment shall be the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 6 (SPECIAL) and TRAFFIC BARRIER TERMINAL, TYPE 6A (SPECIAL). All bolts, nuts, block-outs, galvanizing, or any other items needed to complete this work shall be included, and no other compensation will be allowed.

TRANSPORTING AND STOCKPILING MILLED MATERIAL

All mainline bituminous millings from this project shall become the property of the Illinois Department of Transportation. Chris Smith or Rob Cox of the Operations Bureau of District 5 shall be contacted one (1) week prior before any milling activities take place to determine the stockpiling sites.

This work shall consist of loading, transporting, unloading, and stockpiling the milled material at the Coles County Storage Area (IL 316 and IL 16, Charleston, Ill.). The contractor shall furnish the necessary labor and equipment to stockpile the material at each site in a manner approved by the engineer.

This work will not be paid for separately, but shall be considered as included in the contract unit prices of the various bituminous surface removal items in the contract.



SHOULDER REMOVAL AND REPLACEMENT, 11”

This work shall consist of removing a portion of the existing bituminous shoulders on FAI 57 by milling, as shown in the plans. This work is to be done in preparation for installing pipe underdrains and to provide a way for moisture trapped between the layers of surfacing to escape into the pipe underdrains. The milled material shall then be replaced with a open graded bituminous material as detailed in the plans. All work shall be in accordance with the applicable portions of Section 440 and 601 of the Standard Specifications.

The open graded bituminous material shall be placed in the trench to the desired elevation and compacted utilizing a trench roller according to Section 1101.1(f) of the Standard Specifications. This work shall be paid for at the contract unit price per foot for SHOULDER REMOVAL AND REPLACEMENT, 11”, and which price shall include all labor, equipment and materials necessary to perform the work specified.

The pipe underdrains shall be paid for separately at the contract unit price per foot for PIPE UNDERDRAINS, 4”.

TRAFFIC BARRIER TERMINAL, TYPE 6B (SPECIAL)

Description:

This work shall consist of furnishing and erecting Traffic Barrier Terminals, Type 6B(Special) , removal and reinstallation of existing guardrail elements and posts, the field adjustments of guardrail lengths, drilling of mounting holes, re-galvanizing of all exposed metal surfaces and any other items needed to complete the work as shown in the plans. All bolts, nuts, washers, post or rail elements damaged during the removal of the existing guardrail shall be replaced at the Contractor's expense. This work shall conform to the applicable portions of Section 631 and 633 of the Standard Specifications.

This work shall also include the shop manufacturing of the length of guardrail facilitating the attachment of the traffic barrier terminal to the face of the pier. The length of this section of guardrail shall be 10'-11 ½” and will be used at all locations utilizing the Traffic Barrier Terminal, Type 6B (Special). This will include re-drilling of mounting holes and re-galvanizing all exposed metal surfaces.

Method of Measurement:

The method of measurement shall be in accordance to Article 631.10 of the Standard Specifications.

Basis of Payment:

The basis of payment shall be the contract unit price each for TRAFFIC BARRIER TERMINAL, TYPE 6B (SPECIAL). All bolts, nuts, block-outs, galvanizing, or any other items needed to complete this work shall be included, and no other compensation will be allowed.

PIPE UNDERDRAIN, 4”

This work shall be according to Section 601 of the Standard Specifications, with the following exceptions:

Perforated Corrugated Polyethylene (PE) Pipe or Tubing consisting of a minimum 50% recycled resin may be used provided it meets the applicable article(s) of Section 1040.

FA 4 or FM 4 meeting the following gradations shall be used for backfilling the underdrain trench:

<u>Sieve Size</u>	<u>Percent Passing</u>	
	<u>FA 4</u>	<u>FM 4</u>
3/8" (9.5mm)	100	100
No. 4 (4.75mm)		97 +/- 3
No. 8 (2.36mm)		5 +/- 5
No. 10 (2mm)	18 +/- 3	
No. 16 (1.18mm)	5 +/- 5	2 +/- 2
No. 200 (75mm)	1 +/- 1	1 +/- 1

A pipe slot of 1.9mm +/- 0.15mm shall be used. No fabric envelope for the pipe underdrain or the trench shall be used. The district may conduct a number of Ploog tests, using this pipe with random samples of the backfill material. The loss of fines through the pipe slot in the Ploog tests shall not exceed 4%.

PIPE UNDERDRAINS 4" (100 MM) (SPECIAL)

Eff. 02-22-99
Rev. 02-11-04

This work shall be done according to Section 601 of the Standard Specifications with the following additions:

Perforated Corrugated Polyethylene (PE) Pipe or Tubing consisting of a minimum 50% recycled resin may be used provided it meets the applicable article(s) of Section 1040.

The PIPE UNDERDRAIN 4" (100 mm) (SPECIAL) under the bituminous shoulder shall be perforated (1.9mm +/- 0.15mm) in the same manner as the PIPE UNDERDRAIN, 4" (100 mm). The trench backfill material will meet the same gradation for FA/FM 4 as the backfill material for the PIPE UNDERDRAIN, 4".

This work will be measured per Article 601.07 of the Standard Specifications.

This work will be paid per Article 601.08 of the Standard Specifications and no additional compensation will be allowed.

SPECIAL PROVISION FOR LANE RENTAL

Description: The Contractor will be charged lane rental as specified below. Lane Rental in excess of or less than the allotted number of closures will be deducted or compensated for as stated in the incentive and Disincentive paragraphs below. This Lane Rental Special Provision will apply to:

Operations requiring a nighttime lane closure on I-57 which shall include patching and inlays.

The number of Lane Rental closures computed for this project is ____.

Lane Rental: The Contractor will be assessed a minimum of one Lane Rental closure for each lane closure or obstruction during the calendar day or partial calendar day. The length of any Lane Rental closure shall not exceed 6.5 miles in a single stretch.

A Lane Rental closure will be assessed when any part of a traffic lane is closed. The northbound and southbound lanes in both (15,18-20)RS-2 and (15-22)RS-2 shall be treated as separate operations and will have Lane Rental closures assessed independently. Successive lane closures in the driving lane, passing lane, or a combination of the two shall only constitute one Lane Rental closure. A maximum of one Lane Rental closure per direction of travel will be assessed each day.

The Contractor is advised that there may be other adjacent contract or permit work in progress.

Should the Contractor be delayed in the commencement prosecution, or completion of the work for any reason, there shall be no extension of the number of closures allotted unless an extension of time is granted for completion of the work which affects lane closure. No addition of allotted closures will be allowed for any increase in contract quantities of extra work unless it can be shown that such an increase affects the number of lane rental closures. In the event the total quantity of the pay items covered in the above listings increases or decreases by more than 20% within a Segment, the number of Lane Rental days will be adjusted as follows:

Adjusted Lane Rental closures for a Segment = $R(1+X-0.20)$

Where R = original number of Lane Rental closure for a Segment.

$X = \frac{\text{difference in original and actual contract cost for items listed for a Segment}}{\text{Original contract cost for items listed for a Segment}}$

Where $(X-0.20)$ is 0 if X is less than 0.20.

No incentive payment will be made if the Contractor fails to complete the work within the closures allowed or within such extended time allowed by the Department. Failure of the Contractor to complete all work as required by the Contract within the closures allowed shall release and discharge the State, the Department, and all of its officers, agents, and employees from any and all claims and demands for the payment for any incentive amount of damages arising from the refusal to pay any incentive amount.

Incentive Plan: The Contractor shall be entitled from the Department the amount of \$10,000 for each closure of Lane Rental less than the amount of lane Rental closures allowed by the Contract. The maximum payment will be limited to 10 closures.

Disincentive Plan: The Contractor shall be liable and shall pay to the Department the amount of \$10,000 for each Lane Rental closure beyond the number of Lane Rental closures allowed in the Contract.

CONCRETE HEADWALL FOR PIPE UNDERDRAIN REMOVAL

This work shall consist of removing and disposing of all existing concrete headwalls for existing pipe underdrains on section (15-20)RS-2.

Method of Measurement:

The method of measurement shall be based on a per each basis.

Basis of Payment:

The basis of payment shall be the contract unit price each of CONCRETE HEADWALL FOR PIPE UNDERDRAIN REMOVAL, which shall include all equipment and labor necessary to complete the work, no additional compensation will be allowed.

PIPE UNDERDRAIN REMOVAL, (SPECIAL)

This work shall consist of the removal and disposal of the existing pipe underdrain 4" (special) that is in direct conflict with the installation of new pipe underdrain 4", (special), as shown in the plans.

Method of Measurement:

The method of measurement shall be based on a per foot basis.

Basis of Payment:

The basis of payment shall be the contract unit price per foot for PIPE UNDERDRAIN REMOVAL, (SPECIAL), which price shall include all equipment and labor necessary to complete the work, no additional compensation will be allowed.

ADJUSTING OF FRAMES AND GRATES OF DRAINAGE AND UTILITY STRUCTURES

Eff: 03-09-2001
Rev. 03-02-2004

At the contractor's option the adjustment of the casting may be performed after the surface course has been placed.

If this option is chosen, the existing pavement adjacent to and for a distance not exceeding 12 inches (300 mm) outside the base of the casting to be adjusted shall be broken sufficiently to permit its removal.

After the casting has been adjusted to the satisfaction of the engineer, the pavement and bituminous mixture removed shall be replaced with Class SI concrete not less than 9 inches (225 mm) thick. The concrete surface to a depth of 1 inch (25 mm) shall be darkened with a mortar additive to match the adjacent bituminous concrete.

Payment will be in accordance with Article 603.09.

**BITUMINOUS BASE COURSE SUPERPAVE OR BITUMINOUS BASE COURSE WIDENING,
SUPERPAVE**

Eff. 11-08-2000
Rev. 02-09-2004

This work shall be according to Section 355 for Base Course, or Section 356 for Base Course Widening, except the mixtures and materials shall be according to the requirements for Superpave Bituminous Concrete Mixtures included elsewhere in this contract.

Unless otherwise shown in the contract, either the IL-19.0 or IL-25.0 gradation will be allowed. Further, unless otherwise shown in the contract, the performance graded asphalt cement and number of design gyrations for the mixture shall be the same as for other resurfacing mixtures specified to overlay the Base Course or Base Course Widening shown in the plans. Polymer modified asphalt cement will not be required for the Base Course or Base Course Widening.

Construction Requirement and Method of Measurement shall apply according to Sections 355 or 356 per the pay item involved.

This work will be paid for at the contract unit price per square yard (square meter) for BITUMINOUS BASE COURSE SUPERPAVE or BITUMINOUS BASE COURSE WIDENING, SUPERPAVE, of the thickness specified.

CHANGEABLE MESSAGE SIGN:

Eff. 03-23-2004

Description. This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the location(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 7 ft (2.1 m) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 18 inches (450 mm).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by the operator via an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from ¼ mile (400 m) under both day and night conditions. The letters shall be legible from 750 ft (250 m).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable changeable message signs are shown on the Standard, this work will not be paid for separately, but shall be considered as included in the cost of the Standard.

For all other portable changeable message signs, this work will be paid for at the contract unit price per CALENDAR DAY for CHANGEABLE MESSAGE SIGN. Any portion of one calendar day during which the sign is operated as directed by the Engineer shall be paid as one full calendar day.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates

<u>Name & Address of Utility</u>	<u>Type & Location</u>	<u>Est. Date Relocation & Completed</u>
Mr. Bruce Kallal * AMEREN-CIPS Rte 9 East, 205 East Pells Street PO Box 23 Paxton, IL 60957 (217) 379-5441	Aerial 12Kv & 69Kv line throughout jobsite	Not required
Mr. Chris Hartbank * City of Mattoon 208 North 19th Street PO Box 99 Mattoon, IL 61938 (217) 235-5522	Water - In area	Not required
Mr. Curtis Fisher * AMEREN-CIPS 711 South 9th Street Mattoon, IL 61938 (217) 234-0429	2" high pressure gas at: AR 118+30, AR 658+90, AR 815+15 4" high pressure gas at: AR 504+60, 774+20	Not required Not required
Mr. Dale E. Smith Kaneb Pipeline Company 7340 W. 21st Street North Suite 200 Wichita, KS 67205 (316) 773-9000	8" Amonia line AR 304+10	Not required

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103 and Articles 105.07, 107.20, 107.31 and 108.02 of the Standard Specifications shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the contractor's operations after these dates, the contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123
 *=J.U.L.I.E. Member

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name & Address of Utility</u>	<u>Type & Location</u>	<u>Est. Date Relocation Completed</u>
Mrs. Johnna Beabout * Marathon Ashland Pipe Line LLC 5825 East Cumberland Road P O Box F Martinsville, IL 62442-0573 (217) 382-2277	26" gasoline AR 147+40 Maintained by Trunkline Gas Company	Not required
Mr. Cecil Lamberson * Trunkline Gas Company RR 1, Box 31 3mi S/W County Blacktop Road Johnsonville, IL 62850-9617 (618) 835-2251	30" Natural Gas- AR 145+00 36" Natural Gas- AR 154+90	Not required Not required
Mr. Kelly Barger * Mediacom LLC PO Box 288 4290 Bluestem Rd. Charleston, IL 61920 (217) 345-7071	Cable TV- In area	Not required
Mrs. Michele Lewsader * Verizon North, Inc. ILL030I 212 E Grove St. Rantoul, IL 61866 (217) 892-3427	Telephone in Cumberland County	Not required

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103 and Articles 105.07, 107.20, 107.31 and 108.02 of the Standard Specifications shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the contractor's operations after these dates, the contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123 required
*=J.U.L.I.E. Member

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name & Address of Utility</u>	<u>Type & Location</u>	<u>Est. Date Relocation Completed</u>
Mr. Shawn Brown * Clear Water Service Corporation 2020 N Co Rd 150E Mattoon, IL 61938-8659 (217) 258-6711	6" water in 12" casing- AR 343+10+/- 8" water in 14" casing- AR 561+00+/-	Not required Not required
Mr. Steven Underwood * Coles-Moultrie Electric Cooperative 104 Dewitt Ave E P.O. Box 709 Mattoon, IL 61938-0709 (217) 235-0341 or (217) 258-5803	Aerial electric throughout jobsite	Not required
Mr. Stan Hagerstrom * City of Neoga P. O. Box 248 Neoga, IL 62447 (217) 895-2172	Water and Sewer – in area	Not required
Carl Phillips, Operations IDOT 13473 Highway 133 P.O. Box 610 Paris, IL 61944 (217)465-4181	Interchange Lighting	Not required

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Sections 102, 103 and Articles 105.07, 107.20, 107.31 and 108.02 of the Standard Specifications shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the contractor's operations after these dates, the contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

Toll Free J.U.L.I.E. Telephone Number (800) 892-0123 required
*=J.U.L.I.E. Member



Route FAI 57
Section (15,18-20)RS-2&(15-22)RS-2
County Coles and Cumberland

Marked I-57
Project No. IM-57-4()184

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

[Signature]
Signature

10/28/04
Date

District Engineer
Title

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

The intent of this project is to rehabilitate 10.7 miles of I-57 for the purpose of increasing safety and to improve the ride for the traveling public. The improvement includes: underdrains, patching, inlays, paved shoulder removal, median crossover reconstruction, impact attenuator installation, guardrail upgrades and aggregate shoulders. The intent is to complete the work in a manner causing the least amount of damage to the environment and minimizing disruption and inconvenience to the traveling public.

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):

The following operations will result in soil being disturbed:

- 1. Paved Shoulder Removal
- 2. Earth Excavation
- 3. Furnished Excavation
- 4. Underdrain Installation

- c. The total area of the construction site is estimated to be 390.60 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 2.0 acres.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

The intent of the stabilization practices is to provide permanent seeding on the areas disturbed as soon as practical. Temporary erosion control seeding, or Class 7 seeding and mulch, will be placed as soon as possible on disturbed areas until permanent controls can be installed.

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

Inlets in areas of earthwork shall be protected by inlet and pipe protection to reduce siltation from storm water run-off. Headwall for Pipe Drains will have erosion control blanket installed and have temporary seeding to provide protection from erosion.

b. **Storm Water Management**

Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

(i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

(ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls (use additional pages, as necessary):

NA

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

NA

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

Temporary erosion control seeding shall be continuously implemented as directed by the Engineer.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

NA

**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 work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

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

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

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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

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 quailifiable 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 advise 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

listed on the wage determination unless the Administrator of the

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

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

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

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

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

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

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

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

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

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

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

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by 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 than the applicable wage rate and fringe benefits or cash equivalent for the classification of work 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 contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

3. That the firm shall promptly notify the SHA of the receipt of

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an 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 tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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

NOTICE

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

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

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

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

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