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

#### PREQUALIFICATION

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

#### **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

#### IDOT is not responsible for any e-mail 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 Tim Garman (217)524-1642 or garmantr@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)524-1642

#### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By



Name

Address

City

# Letting June 15, 2007

# NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Route FAP 646 Project F-646(64) District 4 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Plans Included Herein

Prepared by

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

F

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

#### INSTRUCTIONS

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

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction. To request authorization, a potential bidder <u>must complete and submit</u> 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**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

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

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



# PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_\_

Taxpayer Identification Number (Mandatory)

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

Contract No. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Project F-646(64) Route FAP 646 District 4 Construction Funds

3.68 miles of 72 feet width milling and resurfacing on IL Route 40 (Knoxville Avenue) from Merel Street to Mt. Hawley Drive in Peoria.

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

BD 353A (Rev. 12/2005)

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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:

			Proposal				Proposal
	Amount of	of Bid	<u>Guaranty</u>	<u>An</u>	nount c	of Bid	<u>Guaranty</u>
Up to		\$5,000	\$150	\$2.000.000	to	\$3,000,000	\$100.000
\$5,000	to	\$10,000		\$3,000,000	to	\$5,000,000	, ,
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

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

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

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

#### Attach Cashier's Check or Certified Check Here

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

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

BD 354 (Rev. 11/2001)

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

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

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

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

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

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

**Project Number** 

F-0646/064/

C-94-053-00 State Job # -PPS NBR -4-14215-0100 PEORIA- -County Name -Code -143 - -District -4 - -

Section Number -126RS-5,130-1RS-2,130-2RS-4

#### ltem Unit of Number **Total Price** Measure **Unit Price** Pay Item Description Quantity Х = X0320614 CENTER JT REPAIR SYS FOOT 3,000.000 X0325728 REM&RE MORT STNE WALL SQ FT 270.000 TON X4067107 POL LB MM IL4.75 N50 5,169.000 X8950105 REM EX TR CONT & CAB EACH 2.000 Z0048665 RR PROT LIABILITY INS L SUM 1.000 Z0076600 TRAINEES HOUR 500.000 0.800 400.000 20200500 EARTH EXC WID CU YD 1,884.000 21101615 TOPSOIL F & P 4 SQ YD 4.662.000 25000400 NITROGEN FERT NUTR POUND 58.000 POUND 25000500 PHOSPHORUS FERT NUTR 58.000 25000600 POTASSIUM FERT NUTR POUND 58.000 25200110 SODDING SALT TOLERANT SQ YD 4,662.000 25200200 SUPPLE WATERING UNIT 979.000 TON 35501450 HMA BASE COURSE 504.000 40600200 BIT MATLS PR CT TON 64.000

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Route

**FAP 646** 

C-94-053-00 State Job # -PPS NBR -4-14215-0100 County Name -PEORIA- -Code -143 - -4 - -District -

Project Number F-0646/064/

Route

FAP 646

Section Number -126RS-5,130-1RS-2,130-2RS-4

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
40600300	AGG PR CT	TON	369.000				
40600895	CONSTRUC TEST STRIP	EACH	1.000				
40600982	HMA SURF REM BUTT JT	SQ YD	1,780.000				
40600990	TEMPORARY RAMP	SQ YD	297.000				
40603565	P HMA SC "E" N70	TON	10,706.000				
42300400	PCC DRIVEWAY PAVT 8	SQ YD	256.000				
42400100	PC CONC SIDEWALK 4	SQ FT	9,688.000				
44000100	PAVEMENT REM	SQ YD	43.000				
44000158	HMA SURF REM 2 1/4	SQ YD	131,495.000				
44000200	DRIVE PAVEMENT REM	SQ YD	310.000				
44000400	GUTTER REM	FOOT	1,720.000				
44000500	COMB CURB GUTTER REM	FOOT	7,531.000				
44000600	SIDEWALK REM	SQ FT	9,935.000				
44003100	MEDIAN REMOVAL	SQ FT	27,500.000				
44201398	CL C PATCH T1 14	SQ YD	700.000				

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C-94-053-00 State Job # -PPS NBR -4-14215-0100 County Name -PEORIA- -Code -143 - -4 - -District -

Project Number F-0646/064/

Route

FAP 646

Section Number -126RS-5,130-1RS-2,130-2RS-4

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44201403	CL C PATCH T2 14	SQ YD	2,256.000				
44201407	CL C PATCH T3 14	SQ YD	70.000				
44201409	CL C PATCH T4 14	SQ YD	60.000				
44300200	STRIP REF CR CON TR	FOOT	3,000.000				
48101200	AGGREGATE SHLDS B	τον	245.000				
48203029	HMA SHOULDERS 8	SQ YD	8,479.000				
48203100		τον	630.000				
50102400		CU YD	4.500				
50104400		EACH	1.000				
54215550		EACH	1.000				
60255500		EACH	3.000				
60260100		EACH	27.000				
60260500		EACH	1.000				
60260900	INLETS ADJ NEW T6F&G	EACH	1.000				
60261100	INLETS ADJ NEW T9F&G	EACH	1.000				

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**Project Number** 

F-0646/064/

C-94-053-00 State Job # -4-14215-0100 PPS NBR -County Name -PEORIA- -Code -143 - -4 - -District -

126RS-5,130-1RS-2,130-2RS-4 Section Number -

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60261300	INLETS ADJ NEW T11F&G	EACH	6.000				
60261830	INLET ADJ NEW TG1 F&G	EACH	5.000				
60600095	CLASS SI CONC OUTLET	CU YD	4.500				
60602800	CONC GUTTER TB	FOOT	340.000				
60603800	COMB CC&G TB6.12	FOOT	5,895.000				
60605000	COMB CC&G TB6.24	FOOT	2,675.000				
60619600	CONC MED TSB6.12	SQ FT	19,395.000				
6300000	SPBGR TY A	FOOT	112.500				
63100169	TR BAR TRM T1 SPL FLR	EACH	1.000				
63200310	GUARDRAIL REMOV	FOOT	100.000				
67000400	ENGR FIELD OFFICE A	CAL MO	6.000				
67100100	MOBILIZATION	L SUM	1.000				
70102632	TR CONT & PROT 701602	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				

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Route

FAP 646

C-94-053-00 State Job # -PPS NBR -4-14215-0100 County Name -PEORIA- -Code -143 - -

Project Number F-0646/064/

Route

FAP 646

District -4 - -

Section Number -126RS-5,130-1RS-2,130-2RS-4

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70103815		CAL DA	20.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	6.000				
70300100	SHORT-TERM PAVT MKING	FOOT	67,666.000				
70300220	TEMP PVT MK LINE 4	FOOT	78,855.000				
70300240	TEMP PVT MK LINE 6	FOOT	10,129.000				
70300250	TEMP PVT MK LINE 8	FOOT	9,205.000				
70300260	TEMP PVT MK LINE 12	FOOT	1,869.000				
70300280	TEMP PVT MK LINE 24	FOOT	712.000				
70300610	TEMP PT PAVT MK L&S	SQ FT	2,370.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	7,518.000				
78000100	THPL PVT MK LTR & SYM	SQ FT	2,370.000				
78000200	THPL PVT MK LINE 4	FOOT	78,855.000				
78000400	THPL PVT MK LINE 6	FOOT	950.000				
78000500	THPL PVT MK LINE 8	FOOT	9,205.000				
78000600	THPL PVT MK LINE 12	FOOT	1,869.000		<u> </u>		

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C-94-053-00 State Job # -PPS NBR -4-14215-0100 County Name -PEORIA- -Code -143 - -4 - -District -

Project Number F-0646/064/

Route

FAP 646

Section Number -126RS-5,130-1RS-2,130-2RS-4

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78000650	THPL PVT MK LINE 24	FOOT	712.000				
78003130	PREF PL PM TB LINE 6	FOOT	9,179.000				
78100100	RAISED REFL PAVT MKR	EACH	2,163.000				
78200300	PRISMATIC CURB REFL	EACH	355.000				
78300200	RAISED REF PVT MK REM	EACH	930.000				
81400115	HANDHOLE TO BE ADJUST	EACH	2.000				
85700205	FAC T4 CAB SPL	EACH	2.000				
88500100	INDUCTIVE LOOP DETECT	EACH	20.000				
88600100	DET LOOP T1	FOOT	3,776.000			<u> </u>	

Page 6 4/19/2007 CONTRACT NUMBER

68056

THIS IS THE TOTAL BID \$

NOTES:

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

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

#### Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### C. Educational Loan

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

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

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

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

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

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit 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 any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.

#### NA - FEDERAL

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

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

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

#### TO BE RETURNED WITH BID

#### **IV. DISCLOSURES**

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

#### C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may 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 <u>NOT APPLICABLE STATEMENT</u> 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\_\_\_\_
- 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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: 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 <u>NOT</u> <u>APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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:

#### **RETURN WITH BID/OFFER**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

### Form A Financial Information & Potential Conflicts of Interest Disclosure

Yes <u>No</u>

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)

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$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.

#### **RETURN WITH BID/OFFER**

- 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 <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 71/2% 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.

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No \_\_\_

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

(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 Fo	orm A is submitted on behalf of the INDIVIDUAL named on previo	ous page.
Completed by:		
. ,	Name of Authorized Representative (type or print)	_
Completed by:		
	Title of Authorized Representative (type or print)	—
Completed by:		
	Signature of Individual or Authorized Representative	Date
	NOT APPLICABLE STATEMENT	
require the comple	that no individuals associated with this organization meet the cr etion of this Form A.	
This Disclosure Fo	orm A is submitted on behalf of the CONTRACTOR listed on the p	previous page.
	Name of Authorized Representative (type or print)	—
	Title of Authorized Representative (type or print)	
	Signature of Authorized Representative	
		Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

### Form B Other Contracts & Procurement Related Information Disclosure

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Disclosure of the information contained in this		

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	Da

#### SPECIAL NOTICE TO CONTRACTORS

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



Contract No. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Project F-646(64) Route FAP 646 District 4 Construction Funds

#### PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_

Name of Bidder: \_\_\_

#### PART II. WORKFORCE PROJECTION

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

					BLE A										TABLE	: В		
		TOT	AL Wo	rkforce	Project	tion for	Contr	act						(	CURRENT	ΕN	IPLOYEE	S
				MINORITY EMPLOYEES TRAINEES							TO BE ASSIGNED TO CONTRACT							
JOB CATEGORIES		TAL OYEES	BL	ACK	HISP	ANIC		THER NOR.	APPF TIC			HE JOB			OTAL OYEES			ORITY DYEES
0.112001120	M	F	M	F	M	F	M	F	M	F	M	F	-	M	F		M	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		

TABLE C								
Т	OTAL Tra	aining Pro	ojection	n for C	ontract			
EMPLOYEES IN	-	TAL DYEES	BLA	ACK	HISP	ANIC	-	HER IOR.
TRAINING	М	F	М	F	М	F	Μ	F
APPRENTICES								
ON THE JOB TRAINEES								

\*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

FOR DEPARTMENT USE ONLY

BC 1256 - Pg 1 (Rev. 3/98) IL 494-0454 Contract No. 68056 **PEORIA County** Section 126RS-5,130-1RS-2,130-2RS-4 **Project F-646(64)** Route FAP 646 **District 4 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

Table A -

#### 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: Date: Title: \_\_\_\_\_ All tables must include subcontractor personnel in addition to prime contractor personnel. Instructions: 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. Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.
- Table C -Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256-Pg. 2 (Rev. 3/98)

### ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY</u>:
  - 1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES \_\_\_\_\_ NO \_\_\_\_\_
  - If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES \_\_\_\_\_ NO \_\_\_\_\_

#### Contract No. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Project F-646(64) Route FAP 646 District 4 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

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



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

Item No.	
Letting Date	

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ A.D., \_\_\_\_\_.

PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
(Signature & Title)	(Signature of Attorney-in-Fact)
STATE OF ILLINOIS, COUNTY OF	otary Certification for Principal and Surety
I,	, a Notary Public in and for said County, do hereby certify that
and _	
(Insert names of indiv	viduals signing on behalf of PRINCIPAL & SURETY)
	whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and edged respectively, that they signed and delivered said instrument as their free and voluntary
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 326 Illinois Department of Transportation 2300 South Dirksen Parkway Springfield, Illinois 62764

### NOTICE

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

# NOTICE

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

Contract No. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Project F-646(64) Route FAP 646 District 4 Construction Funds





## **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 15, 2007. 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. 68056 PEORIA County Section 126RS-5,130-1RS-2,130-2RS-4 Project F-646(64) Route FAP 646 District 4 Construction Funds

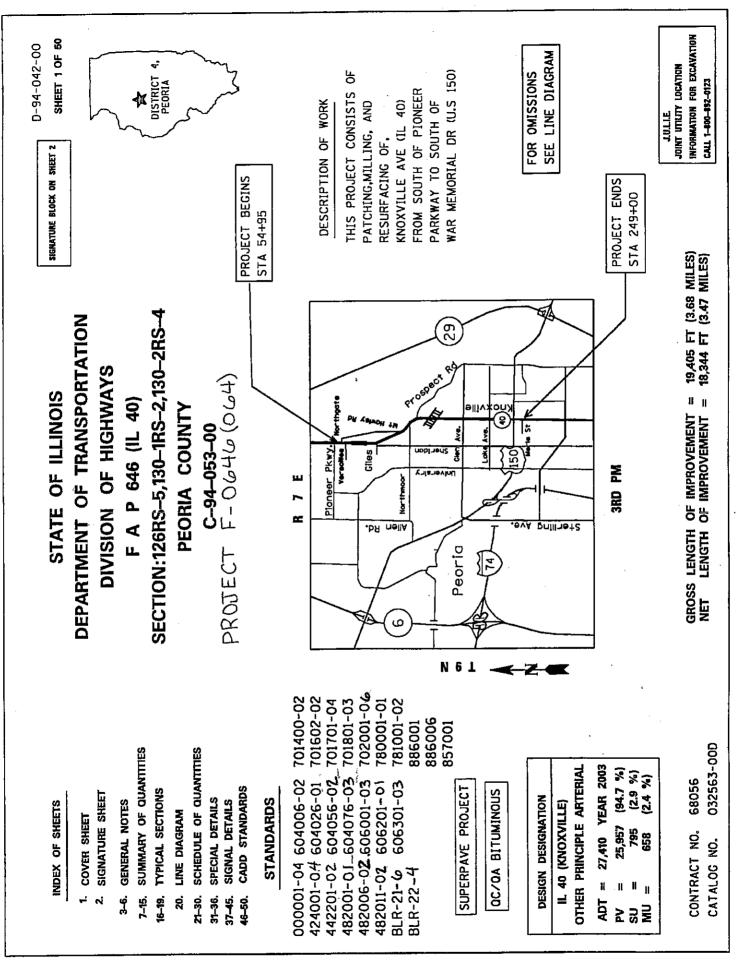
3.68 miles of 72 feet width milling and resurfacing on IL Route 40 (Knoxville Avenue) from Merel Street to Mt. Hawley Drive in Peoria.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)



DESIGNER: NICHOLAS JACK (309) 671-3466

PROJECT ENGINEER: T. LACY (309) 671-3453

COMMITMENTS, SIGNATURE BLOCK . NO. <sup>2</sup> SHEET 126-RS-2,130-1RS-2,130-2RS-4 TOTAL 50 DIRECTOR OF HIGHWAYS, CHIEF ENGINEER DEPUTY DIJECTION OF HIGHWAYS, REGION ENGINEER ENGINEER OF DESIGN AND ENVIRONMENT PRINTED BY THE AUTHORITY **OF THE STATE OF ILLINOIS** PEORIA STATE OF ILLINOIS Department of transportation Division of Highways COUNTY Mmes 23 20 CV នុ 2 SECTION \* \* SUBMITTED MKD. IL40 F.A. | 646 ROUTE COMMITMENTS ARE NOT TO BE ALTERED WITHOUT THE WRITTEN APPROVAL OF ALL PARTIES TO WHICH THE COMMITMENT WAS MADE. NO COMMITMENTS HAVE BEEN MADE COMMITMENTS FOR THIS PROJECT.

COUNTY SHEET PEORIA TOTAL NO. 50 3	126-RS-2,130-1RS-2,130-2RS-4		ů	environmental products 03 of the at					GENERAL
SECTION +	<b>#</b> 126-RS-2,1		access roads, detour ed environmental specifications. These id biological resource		following :	area		strict to obtain	
ROUTE F.A. 646 MKD. 1L40	GENERAL NOTES	ENVIRONMENTAL REVIEWS	Prior to the use of any proposed borrow areas, use areas (temporary access roads, detours, run-arounds, etc.) and/or waste areas, the Contractor shall file the required environmental resource request surveys according to Section 107.11 of the Standard Specifications. These surveys are required in order for the Department to conduct cultural and biological resource surveys for the proposed site.	Prior to any waste materials being removed from the construction site the required environm resource surveys will need to be obtained and filed by the Contractor. Excess waste products removed from the construction site shall be disposed of as required in Section 202.03 of the Standard Specifications. Any protruding metal bars shall be removed prior to the disposal of broken concrete at approved disposal sites.	The required environmental resource documentation shall include the following	<ul> <li>BDE Form 2289 (Environmental Survey Request)</li> <li>A location map showing the size limits and location of the use</li> </ul>	<ul> <li>Signed property owner agreement form</li> <li>Color photographs depicting the use area</li> </ul>	Please note that a minimum of two weeks shall be allowed for the District to obtain the required environmental clearances.	

ROUTE     SECTION     COUNTY       F.A.     646     *     PEORIA       MKD.     IL40     *     PEORIA	Y SHEET IA TOTAL NO.
<b>GENERAL NOTES *</b> 126-RS-2,130-1RS-2,130-2RS-4	S-2,130-2RS-4
PAVING SURFACE COURSE Continuous paving operation on the main roadway shall be maintained at all times during the construction of the bituminous surface. No interruptions for side roads, entrances, tun lanes will be allowed.	
BUTT JOINT CUTTING RESTRICTION Butt joints shall not be milled more than three (3) daysprior to placement of the surface course.	
Engineering field office. All of the telephone lines provided shall have unpublished numbers.	
<u>AGGREGATE SHOULDERS TYPE B</u> Aggregate shoulders type B shall be required for all granular construction of side roads, entrances and mailboxes. Whether or not portions of the surfaces thus constructed are to be covered with bitumionous surfaces. Except where noted differently on the plans	ices and mailboxes. surfaces. Except where
PROPERTY OWNER ACCESS REOUIREMENT. Access must be maintained to all existing properties during construction as per article 107.09 unless arrangement are made in writing by the contractor with the property owners with a copy to the Resident for short – term closures	unless
EARTH EXCAVATION (CUT AND OR FILL) – INCIDENTAL TO : Earth excavation for proposed conc curb & gutter, conc gutter,conc sidewalk, conc median & shall be included in the various unit cost of the various items.	conc driveway
	GENERAL NOTES

SHEET	T0TAL NO. 50 5	,130-2RS-4			o ease in plowing or at the contract e 109.04.		int and/or overlay.				tems.	, K	GENERAL NOTES
COUNTY	PEORIA	126-RS-2,130-1RS-2,130-2RS-4			eveling binder to at will be paid fo ance with article		irface of the paveme			ement station	and/or overlay pay i	.S 150. of the milling operativ	
SECTION	*	<b>#</b> 126-R			adjusted to the elevation of the binder course/leveling binder to ade in the spring.the initial manhole adjustmenet will be paid for icted by the engineer, will be paid for in accordance with article	licable.	bers in the finished su 5 mm (5/8 inch) deep.	cation:		X represents the pav	associated pavement	rce yard located on U. ks prior to beginning c	
ROUTE	F.A. 646 MKD. IL40		D PROJECTS	taken :	ie elevation of th ing.the initial mar ngineer, will be p	e placed as applicable.	avement station numb (5 inches) high and 1	avement marking Lo	of increasing stations h directions	ent shoulder +X00" (XXX"), where	led in the cost of the a	soria West maintenan e contacted two week	
		<b>GENERAL NOTES</b>	WINTER SHUTDOWN RESTRICTIONS ON COLDMILLED	Prior to winter shutdown the following steps shall be taken All coldmilled surface shall be overlaid.	<ul> <li>All tartes shall be opened to using</li> <li>Manholes, where applicable, shall be adjusted to the elevation of the binder course/leveling binder to ease in plowir snow, and readjusted to finished grade in the spring the initial manhole adjustmenet will be paid for at the contract unit price. Any re-adjustment, as directed by the engineer, will be paid for in accordance with article 109.04.</li> </ul>	<ul> <li>Temporary or permanent pavement marking shall be placed</li> </ul>	PAVEMENT STATION NUMBERS & PLACEMENT The Contractor shall provide labor and materials required to imprint pavement station numbers in the finished surface of the pavement and/or overlay. The numbers shall be approximately 20 mm (3/4) inch) wide, 125 mm (5 inches) high and 15 mm (5/8 inch) deep.	The pavement station numbers shall be installed as specified herein: Interval - 100 meters (200 feet) Bottom of Numbers - 150 mm (6 inches) from the inside edge of the pavement marking Location:	-2, 3, & 5 Lane Pavements - right edge of pavement in direction of increasing stations -Multi-Lane Divided Roadways - outside edge of pavement in both directions Pames - along baseline edge of pavement	Position - stations shall be placed so they can be read from the adjacent shoulder Format - Metric (English) pavement stations shall use this format (XX+X00" (XXX"), where X represents the pavement station	This work will not be paid for separately, but will be considered included in the cost of the associated pavement and/or overlay pay items.	<u>MILLING MATERIALS</u> The Contractor shall deliver 8000 tons of the milling materials to the Peoria West maintenance yard located on U.S 150. The maintenance Field Technician (Dan Ramsey 309 691-7812) shall be contacted two weeks prior to beginning of the milling operation.	·

SHEET TOTAL NO. 50 6 2,130-2RS-4												GENERAL NOTES
0N COUNTY SHEE PEORIA TOTAL 50 126-RS-2,130-1RS-2,130-2RS-4		HOT - MIX ASPHALT SHOULDERS Shoulders (BOTTOM LIFT)	PG 64-22	25 %	4.2% @ N = 50	IL 19.0	Υ.Α.					
* * SECTIO		HOT - MIX ASPHALT SHOULDERS Shoulders (TOP LIFT)	PG 64-22	15 %	4,2 % @ N = 50	IL 9.5 or IL 12.5	MIXTURE "C"					
F.A. 62 MKD. IL		HOT-MIX ASPHALT BASE CSE	PG 64-22	15 %	4.2 % @ N = 70	IL 19.0	N.A.	e adjusted;			(PRIME COAT):	-ON EXIST PVT: 4 LBS/SQ. YD. -ON COLD MILLED SURF: 4 LBS/SQ.YD. -ON NEW PVT: 2 LBS/SQ.YD.
		POLYMERIZED Leveling Binder (M.M) N 50 3/4"	SBS PG 76 - 22	%0	4.0% @ N = 50	IL - 4.75	N.A.	t grade may need to b		2.05 ton/cu.yd	FOR AGG	-ON EXIST -ON COLD -ON NEW
GENERAL NOTES	HOT - MIX ASPHALT REQUIREMENTS	POLYMERIZED HOT MIX ASPHALT SURF. CSE MIX "E" NSO	SBS PG 76 - 22	% 0	4.2 % @ N = 70	IL 9.5 or IL 12.5	MIXTURE "E"	** If the RAP option is selected, the asphalt grade may need to be adjusted; this will be determined by the Engineer		FOR ALL HOT MIXES, 112 lbs/Sq.Yd.in. FOR AGGREGATE SHOULDERS TYPE B 2.05 ton/cu.yd	FOR BIT MATLS (PRIME COAT): 0.004 tor/gal	-ON GRANNLAR BASE, U.S. GAL/SQ.YD. -ON EXIST. PVT.: 0.05 GAL/SQ.YD. -ON COLD MILLED AREA: 0.1 GAL/SQ.YD. -ON NEW PAVT: 0.03 GAL/SQ.YD.
GER	HOT - MIX ASPHA	Mixture Use(s)	AC/PG	RAP % (MAX)**	Design Air Voids	Mixture Composition (Gradation Mixture)	Friction Aggregate	** If the RAP option is selected, the asph this will be determined by the Engineer	RATES.	FOR ALL HOT MI FOR AGGREGAT	FOR BIT MATLS	-ON GRANNLAR -ON COLD MILLE -ON NEW PAVT:

		N	COUNTY	SHEFT
Summary of Quantities				ŀ
Code Order	FAP 646 126KS-5,130-1KS- 2 130-2KS-4	14%-	PEORIA	IUIAL NU.
	IL 40 2,000 200			7
		S	CONTRACT NO.	68056
			CONSTRUCTIO	CONSTRUCTION TYPE CODE
				80% FED
			80% FED	10% STATE
			$\sim$	10% CITY
		URBAN	1 1000-2A	Y031-1F
CODE No. ITEM	UNIT	r Tot.aty		
20200500 EARTH EXCAVATION (WIDENING)	CU YD	D 1884	1884	
		_		
21101615 TOPSOIL FURNISH A PLACE, 4"	SQ YD	D 4662	4662	
X 25000400 NITROGEN FERTILIZER NUTRIENT	DUUND	4D 58	58	
X 25000500 PHOSPHORUS FERTILIZER NUTRIENT	DOUND	4D 58	28	
X 25000600 POTASSIUM FERTILIZER NUTRIENT		VD 58	58	
X 25200110 SODDING, SALT TOLERANT	SQ YD	(D 4662	4662	
X 25200200 SUPPLEMENTAL WATERING	UNIT	T 979	619	
35501450 HOT - MIX ASPHALT BASE COURSE	TON	N 504	504	
40600200 BITUMINOUS MATERIALS (PRIME COAT)	TON	N 64	64	
	NOT	260	360	
	2	╉╍┥	2	
(X)Specialty Item			16-Mar-07	Page 1 of 9

ROUTE	E SECTION		COUNTY	SHEET
	646 126RS-5,130-1RS-		PEORIA	TOTAL NO
Code Order	40 Z,130-ZKS-4			œ
		CON	CONTRACT NO.	68056
			CONSTRUCTION	ON TYPE CODE
		J L		80% FED
		J	80% FED	10% STATE
			20% STATE	10% CITY
		URBAN	1000-2A	Y031-1F
CODE No. ITEM	INIT	Tot.QTY		
X4067107 POLYMERIZED LEVELING BINDER (MACHINE METHOD)	ETHOD), TON	5169	5169	
40600895 CONSTRUCTING TEST STRIP	EACH	*	•	
40600982 HOT - MIX ASPHALT SURFACE REMOVAL • BUTT JOINT	SQ YD	1780	1780	
40600990 TEMPORARY RAMP	SQ YD	297	297	
40603565 POLYMERIZED HOT - MIX ASPHALT SURFACE COURSE, MIX "E" N70	IX "E", TON	10706	10706	
42300400 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT,	8 INCH SQ YD	256	256	
42400100 PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	9688	9688	
44000100 PAVEMENT REMOVAL	SQ YD	43	43	
44000158 HOT - MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	131495	131495	
44000200 DRIVEWAY PAVEMENT REMOVAL	SQ YD	310	310	

16-Mar-07

Page 2 of 9

	ROUTE S	SECTION	COUNTY	SHEET
Summary of Quantities		126RS-5,130-1RS-	PEORIA	TOTAL NO.
Code Order	40	,130-2RS-4		σ
			CONTRACT NO.	68056
			CONSTRUCT	CONSTRUCTION TYPE CODE
				80% FED
			80% FED	10% STATE
		UR.	URBAN 1000-2A	10% CITY Y031-1E
CODE No. ITEM		UNIT To		
44000400 GUTTER REMOVAL		FOOT 1	1720 1720	
44000500 COMBINATION CURB AND GUTTER REMOVAL		FOOT 7	7531 7531	
		┥┝		
44000600 SIDEWALK REMOVAL		SQ FI	9935	
44003100 MEDIAN REMOVAL		SQFT 2	27500 27500	
44201398 CLASS C PATCHES, TYPE I, 14 INCH		sa yb	700 700	
44201403 CLASS C PATCHES, TYPE II, 14 INCH		SQ YD	2256 2256	
44201407 CLASS C PATCHES, TYPE III, 14 INCH		SQ YD	70 70	
44201409 CLASS C PATCHES, TYPE IV, 14 INCH		SQ YD	60 60	
44300200 STRIP REFLECTIVE CRACK CONTROL TREATMENT	ENT	FOOT	3000 3000	
48101200 AGGREGATE SHOULDERS, TYPE B		TON	245 245	

16-Mar-07

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					SUEET
Summany of Ousntities			ר 		
oummary of guantines	FAP 646 126RS	126RS-5,130-1RS-		PEORIA	TOTAL NO.
Code Order	IL 40 2,1	30-2KS-4			10
			CON	CONTRACT NO.	68056
				CONSTRUCTIC	CONSTRUCTION TYPE CODE
			J <u>I</u>		80% FED
			4.,	80% FED	10% STATE
		-		20% STATE	10% CITY
		UNIT TR	Tot. OTY	WZ-0001	41-1ent
		i i			
48203029 HOT - MIX ASPHALT SHOULDERS, 8"		SQ YD	8479	8479	
48203100 HOT - MIX ASPHALT SHOULDERS		TON	630	630	
50102400 CONCRETE REMOVAL		cu YD	4.5	4.5	
50104400 CONCRETE HEADWALL REMOVAL		EACH	-	₽	
54215550 METAL END SECTIONS 15"		EACH	-	1	
60255500 MANHOLES TO BE ADJUSTED		EACH	3	3	
60260100 INLETS TO BE ADJUSTED		EACH	27	27	
60260500 INLETS TO BE ADJUSTED WITH NEW TYPE 3 F	FRAME AND GRATE	EACH	-	-	
60260900 INLETS TO BE ADJUSTED WITH NEW TYPE 6 F	FRAME AND GRATE	EACH	┍	4	
60261100 INLETS TO BE ADJUSTED WITH NEW TYPE 9 F	FRAME AND GRATE	EACH	-	-	
(X)Snecialty Item				16-Mar-07	Page 4 of 9

(X)Specialty Item

16-Mar-07

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ROUTE	SECTION	Ŭ	COUNTY	SHEET
uantities FAP 646	126RS-5,130-1RS-		PEORIA	TOTAL NO.
Code Order	2,130-2KS-4			
		CON	CONTRACT NO.	68056
		U	CONSTRUCTIC	CONSTRUCTION TYPE CODE
		<u> </u>		80% FED
		<u>   </u>	80% FED	10% STATE
	•		20% STATE	10% CITY
	Г	UKBAN	1000-2A	Y031-1F
CODE No.		Tot. aTY		
60261300 INLETS TO BE ADJUSTED WITH NEW TYPE 11 FRAME AND GRATE	EACH	g	9	
60261830 INLETS TO BE ADJUSTED WITH NEW TYPE G-1 FRAME AND GRATE	EACH	م ا	S	
6060005 CLASS SI CONCRETE (OUTLET)	CU YD	4.5	4.5	
60602800 CONCRETE GUTTER, TYPE B	FOOT	340	340	
60603800 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	5895	5895	
60605000 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	2675	2675	
60619600 CONCRETE MEDIAN, TYPE SB-6.12	SQ FT	19395	19395	
X 6300000 STEEL PLATE BEAM GUARD RAIL, TYPE A	FOOT	112.5	112.5	
X 63100169 TRAFFIC BARRIER TERMINAL TYPE 1, SPECIAL (FLARED)	EACH		1	
63200310 GUARDRAIL REMOVAL	FOOT	100	100	
(X)Specialty Item			16-Mar-07	Page 5 of 9

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(X)Specialty Item

Summary of Quantities Code Order	ROUTE S FAP 646 <sup>1261</sup> IL 40 <sup>2</sup>	SECTION ( 126RS-5,130-1RS- 2,130-2RS-4 COI	COUNTY PEORIA CONTRACT NO.	SHEET TOTAL NO. 12 68056
		MARAN	CONSTRUCTIC 80% FED 20% STATE 1000-2A	CONSTRUCTION TYPE CODE 80% FED 80% FED 10% STATE 20% STATE 10% CITY 1000-2A Y031-1F
CODE No. ITEM		UNIT Tot. QTY		
67000400 ENGINEER'S FIELD OFFICE, TYPE A		CAL MO 6	9	
67100100 MOBILIZATION		L SUM 1	-	
70102632 TRAFFIC CONTROL AND PROTECTION, STANDA	STANDARD 701602	L SUM 1	<b>~-</b>	
70102635 TRAFFIC CONTROL AND PROTECTION, STANDA	STANDARD 701701	L SUM 1	~	
70102640 TRAFFIC CONTROL AND PROTECTION, STANDA	STANDARD 701801	L SUM 1		
70103815 TRAFFIC CONTROL SURVEILLANCE		CAL DA 20	20	
70106800 CHANGEABLE MESSAGE SIGN		CAL MO 6	9	
70300100 SHORT-TERM PAVEMENT MARKING		F00T 67666	67666	
70300220 TEMPORARY PAVEMENT MARKING - LINE 4"		FOOT 78855	78855	
70300240 TEMPORARY PAVEMENT MARKING - LINE 6"		FOOT 10129	10129	

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(X)Specialty Item

16-Mar-07

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	ROUTE S	SECTION	00	COUNTY	SHEET
Summary of Quantities	6	126RS-5,130-1RS-		PEORIA	TOTAL NO.
Code Order	IL 40 2	,130-2RS-4			13
			CONT	CONTRACT NO.	68056
			Ŭ	ONSTRUCTIC	CONSTRUCTION TYPE CODE
					80% FED
				80% FED	10% STATE
		-		20% STATE	10% CITY
			Tot.QTY		41-1001
70300250 TEMPORARY PAVEMENT MARKING - LINE 8"		FOOT	9205	9205	
70300260 TEMPORARY PAVEMENT MARKING - LINE 12"		FOOT	1869	1869	
70300280 TEMPORARY PAVEMENT MARKING - LINE 24"		FOOT	712	712	
T70200640 TEMPODADV DAINT DAVEMENT MARKING I FTTERS AND	TERS AND	SOFT	2370	2370	
SYMBOLS					
70301000 WORK ZONE PAVEMENT MARKING REMOVAL		SQ FT	7518	7518	
X 78000100 THERMOPLASTIC PAVEMENT MARKING - LETTI	IG - LETTERS AND SYMBOLS	SQ FT	2370	2370	
X 78000200 THERMOPLASTIC PAVEMENT MARKING - LINE	4	FOOT	78855	78855	
X 78000400 THERMOPLASTIC PAVEMENT MARKING - LINE	6"	FOOT	950	950	
X 78000500 THERMOPLASTIC PAVEMENT MARKING - LINE	8"	FOOT	9205	9205	
X 78000600 THFRMOPLASTIC PAVEMENT MARKING - LINE 12"	12"	FOOT	1869	1869	
(X)Specialty Item			*	16-Mar-07	Page 7 of 9

	ROUTE	SECTION		COUNTY	SHEET	
	FAP 646 12	126RS-5, 130-1RS-		PEORIA	TOTAL	No
Code Order	IL 40	2,130-2KS-4				14
<b>_</b>	-		CON	CONTRACT NO.	68056	
				CONSTRUCTION TYPE CODE	ON TYPE C	ODE
			J <u>I</u>		80% FED	
			<b></b>	80% FED	10% STATE	빌
				20% STATE	10% CITY	
CODE No.			Tot. QTY	47-000I	100	
X 78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"		FOOT	712	712		
X 78003130 PREFORMED PLASTIC PAVEMENT MARKING, TYPE B - LINE	EB-LINE 6"	FOOT	9179	9179		
X 78100100 RAISED REFLECTIVE PAVEMENT MARKER		EACH	2163	2163		
X 78200300 PRISMATIC CURB REFLECTOR		EACH	355	355		
78300200 RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	AL	EACH	930	930		
X 81400115 HANDHOLE TO BE ADJUSTED		EACH	2	2		
X 85700205 FULL-ACTUATED CONTROLLER AND TYPE IV CAB	CABINET, SPECIAL	EACH	8		N	
X 88500100 INDUCTIVE LOOP DETECTOR		EACH	50		5	
X 88600100 DETECTOR LOOP, TYPE I		FOOT	3776	3776		
X0320614 CENTER JOINT REPAIR SYSTEM		FOOT	3000	3000		

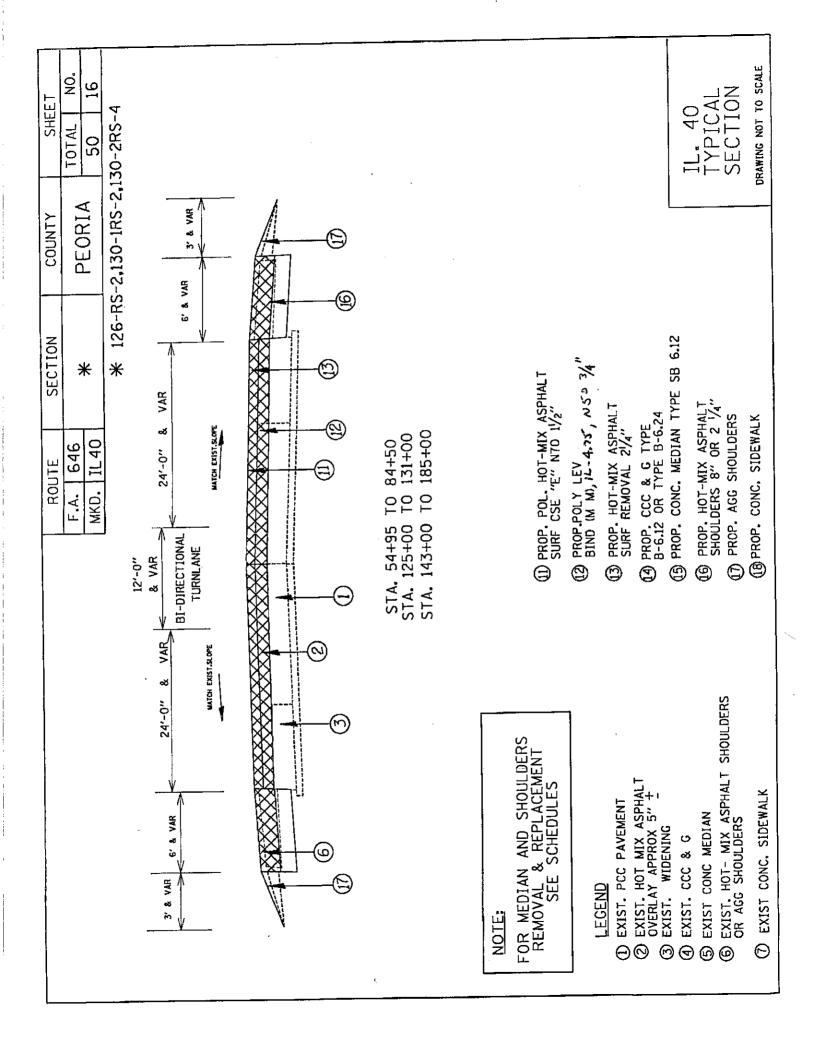
16-Mar-07

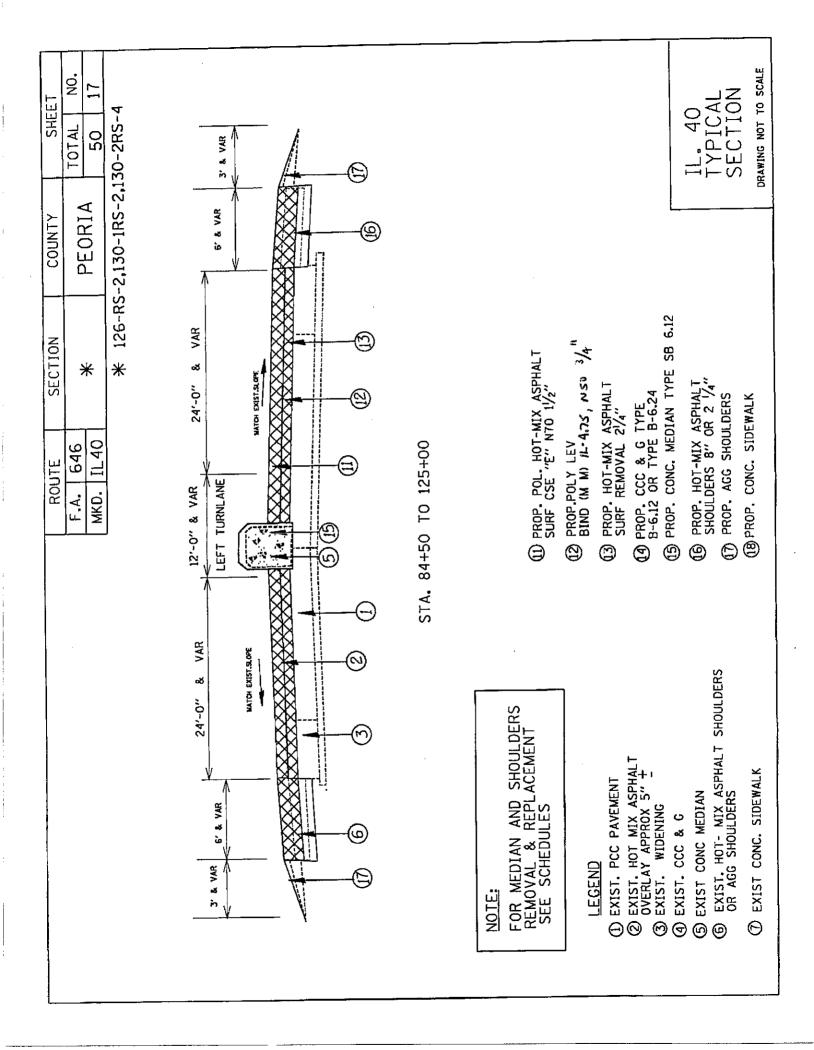
Page 8 of 9

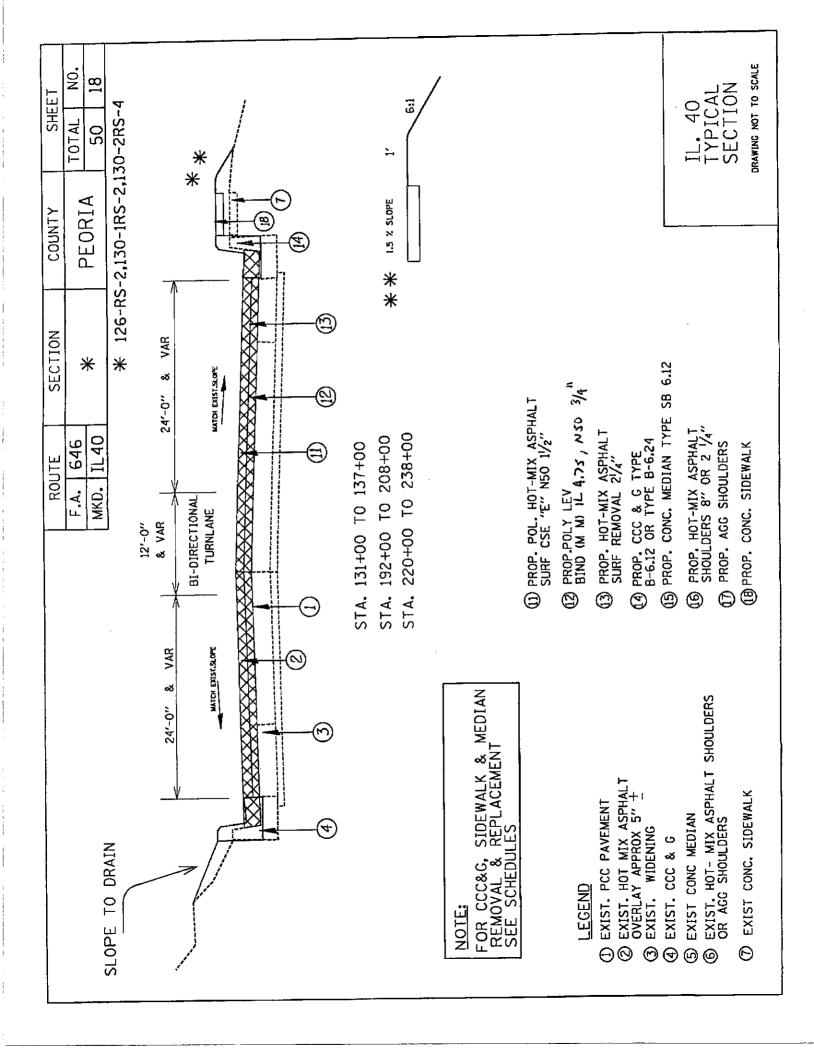
	ROUTE	SECTION	<sub>อี</sub>	COUNTY	SHEE	—
summary or suammes	FAP 646	126RS-5,130-1RS-		PEORIA	TOTAL	NO.
Code Order	IL 40	2,130-2130-4				15
			CONTR	CONTRACT NO.	68056	
			0 S	CONSTRUCTION TYPE CODE	ON TYPE C	ODE
					80% FED	
				80% FED	10% STATE	TE
			2	20% STATE	10% CITY	۲
		1	URBAN	1000-2A	Y031-1E	Ш
CODE No.		UNIT Tot.QTY	ot.QTY			
X8950105 REMOVE EXISTING TRAFFIC CONTROLLER AND	LER AND CABINET	EACH	2	2		
20048665 RAILROAD PROTECTIVE LIABILITY INSURANCE	-	L SUM		-		$\prod$
● Z0076600 TRAINEES		HOUR	500	500		
X0325728 REMOVE AND RE-ERECT MORTARED STONE WAL	ALL	SQ FT	270	270		

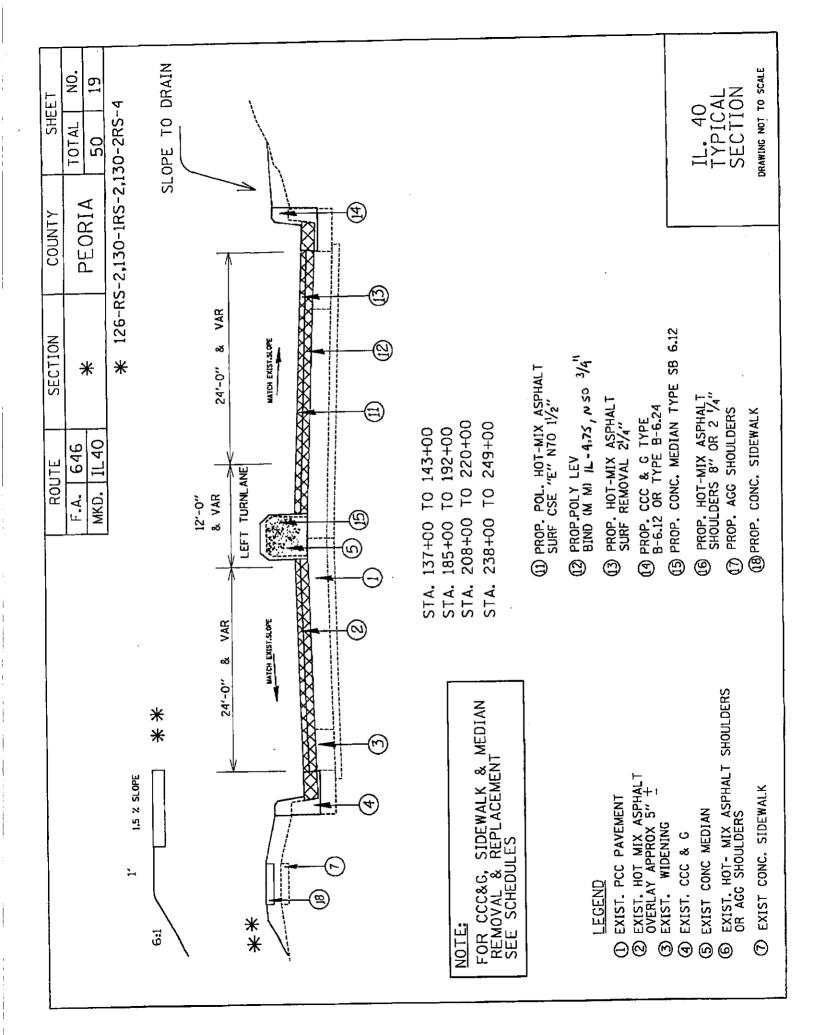
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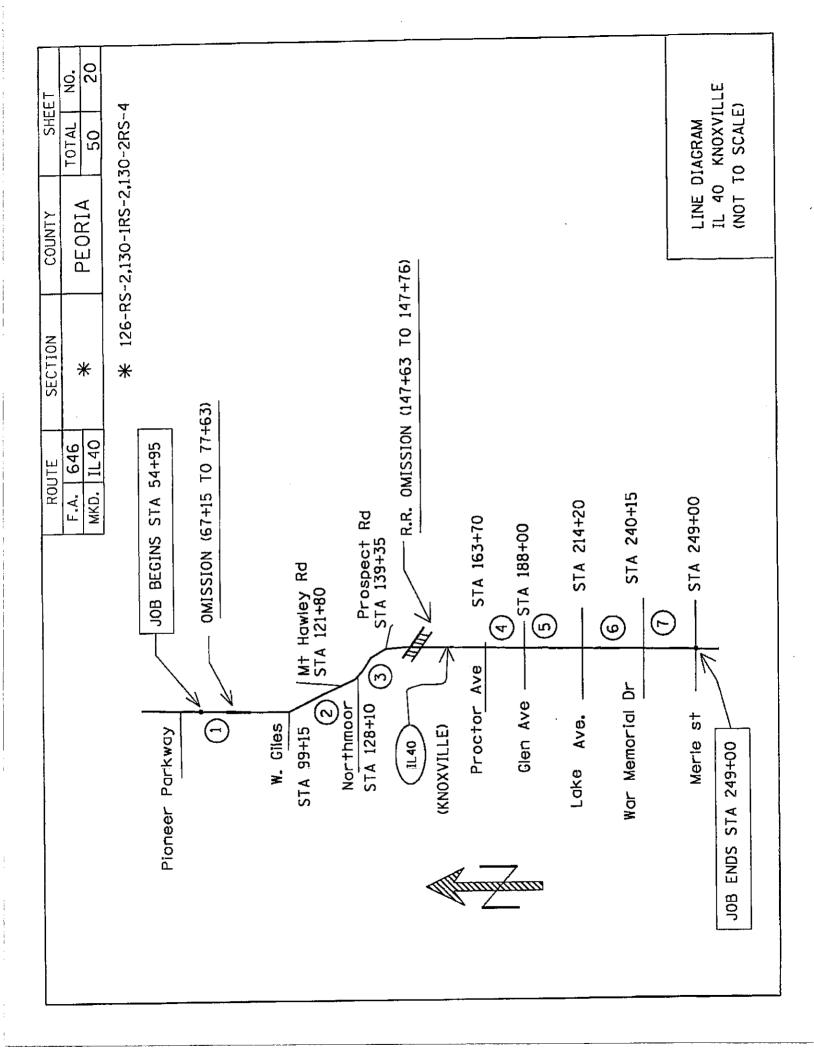
● YO 8O (X)Specialty Item











						ROUTE	SECTION	COUNTY	ΪS	SHEET
					F.A.P.	646			TOTAL	NO.
NIDUIA	こうのの				1	40	*	PEORIA	50	21
				<b>-</b> *	126 RS-5, 1	* 126 RS-5, 130-1RS-2, 130-2RS-4	40	CONTRACT : 68056	<b>)56</b>	
PATCH	CLCP	CL C PATCH TY 1-14"	CLCPA	ATCH TY II - 14"	CL C PA	CL C PATCH TY III - 14"		CL C PATCH TY IV- 14"		
UNITS	NO.	sq. YD	Ň	sq. YD	°. V	sq. YD	NO.	SQ. YD		
-	29	143.07	58	541.33			2	54.67		
2	20	98.66	64	597.33						
3	ω	39.47	æ	74.67						
4	36	177.60	74	690.67	2	32.00				
2	8	39.47	15	140.00	2	32.00				
9	14	69.07	16	149.33						
7	14	69.07	14	130.67						
									·	
	129	636.39	249	2.324.00	4	64.00	2	54.67		
10%		63.64		232.40		6.40		5.47	1	
BREAK-UP										
TOTAL		700		2556		70		60		
NOTE	- NO OP	- NO OPEN HOLES OR BROKEN		CONCRETE IS ALLOWED OVER NIGHT	LOWED ON	VER NIGHT			I	
	- THE C	- THE CONTRACTOR IS REQUIRED TO USE HOT CONCRETE FOR THE PATCHING OPERATION	REQUIRE	D TO USE HOT C	SONCRETE	E FOR THE PATC	CHING OPERA	TION		
	- THE P	- THE PATCHING OPERATION SHALL BE COMPLETED BEFORE ANY MILLING WORK IS ALLOWED	ATION SH	ALL BE COMPLE	IED BEFO	IRE ANY MILLING	G WUKK IS AL			DATCUING
							1-PATCH-D-056	-056	sci -	SCHEDULE

					_				_																								_				<u> </u>	ų	s
SHEET	TOTAL No.			POLYMERZED	CINIE TEVEL	(M.M)-		(3/4")	TON		347.3		39.0	116.7	597.3	156.8	179.2	123.7	324.8	426.2		926.8	91.0	253.9	476.0	238.9	476.0	319.7	119.5			(265.10)	164.2		56.9	6,169		RESURFACING	QUANTITIES
COUNTY		PEORIA	:	POLYMERIZED PC	HOT - MIX 1	ASPHALT SURF	CSE MIX "E" N70	(1 1/2")	TON		719.4		80.8	241.7	1,237.3	324.8	371.2	256.2	672.8	882.8		1,919.7	188.5	525.9	986.0	494.9	986.0	662.2	247.5			(549.14)	340.1		117.8	10,706			
SECTION	*		-2, 130-2RS-4	d.	HOT - MIX	ASPHALT	SURF REM C	2 1/4"	sayo		8,268.9	(NOISSIMO)	928.6	2,777.8	14,222.2	3,733.3	4,266.7	2,944.4	7,733.3	10,146.8		22,065.8	2,166.7	6,044.4	11,333.3	5,688.9	11,333.3	7,611.1	2,844.4	(1,200.0)	3,322.2		3,909.0		1,354.0	131,495			2-SURF-056
ROUTE	F.A.P 646	L 40	126 RS-5, 130-1 RS-2, 130-2 RS-4			AGR	(PR CT)		TON		24.8		2.8	8.3	42.7	11.2	12.8	8.8	23.2	30.4	(NOIS	66.2	6.5	18.1	34.0	17.1	34.0	22.8	8.5			(18.94)	11.7		4.1	369			-
	<u>,                                     </u>	-	*			BIT. MAT	(PR CT)		TON		4.30	IMPROVED RECENTLY	0.48	1.44	7.40	1.94	2.22	1.53	4.02	5.28	R.R. (OMISSION)	11.47	1.13	3.14	5.89	2.96	5.89	3.96	1.48			(3.28)	2.03		0.70	64			
						AREA			sa Yo		8,268.9	7,103.1	928.6	2,777.8	14,222.2	3,733.3	4,266.7	2,944.4	7,733.3	10,146.8	83.8	22,065.8	2,166.7	6,044.4	11,333.3	5,688.9	11,333.3	7,611.1	2,844.4	(1,200)	3,322.2	(6,312.0)	3,909.0		1,354.00				:
-	: 68056				AVRG	WIDTH			FT		61.0	61.0	61.0	62.5	64.0	56.0	48.0	53.0	58.0	67.0	58.0	58.0	65.0	68.0	60.0	64.0	60.0	68.5	64.0				R(1)						
	CONTRACT : 68056					LENGTH			F		1,220.0	1,048.0	137.0	400.0	2,000.0	600.0		500.0	1,200.0	۳	_	3,424.0	ļ	800.0	Ľ	800.0	Ľ	1,000.0	400.0			D MEDIANS	S(1), NORTHMOOR(1)		PROX 200 EAST)		1		
						SN			STATION		67+15	77+63	20+62	83+00	103+00	109+00	117+00	122+00	134+00	147+63	-	182+00	┢	╆╍╸		+	ł		i—			RAISED ME	IE GILES(1).		<b>D</b>				
						LOCATIONS			0 7	┢	9 1	2	10	2	P	010	12	2	10	0 10	3 10	6 10	010		4	2	1-	010	010	BUTT JOINTS	SHOULDERS	DEDUCT FOR RAISEI	RT TURN LANE GILE	AND PROSPECT (2)	WAR MEMORIAL (AP	ALS			
									STATION		54+95	67+15	77+63	29+00	83+00	103+00	109+00	117+00	122+00	134+00	147+63	147+76	182+00	185+00	193+00	210+00	218+00	235+00	245+00	ВUП	SHOU	DEDU	RT TU	ANDF	WAR	TOTALS			

CONTRACT : 68056		ROUTE		SECTION	COUNTY	SH	SHEET
		FAP	646	*	2	Total	.oN
FULL- ACTUATED CONT. AND TYPE IV CAB., SPECIAL **	EACH	MKD.	40		PEORA	50	23
1 AKE	<b>.</b>	* 126 RS-5,	126 RS-5, 130-1RS-2, 130-2RS-4	-2RS-4			
NORTHMOOR	- <u>-</u>	GUARDRA	GUARDRAIL REMOVAL		LFT		
		LAKE AND	( DAKE AND KNOXVILLE (S E QUAD )	S E QUAD )	50		
TOTAL	2	124+75	10	125+25	50		
Use existing cabinet locations		TOTAL	L T		100		
DETECTOR I OOP. TYPE I ***	FOOT	STEEL PL	ATE BEAM GU	STEEL PLATE BEAM GUARDRAIL T A	LFT		
WAR MEMORIAL DR	936	LAK	E AND KNOXV	LAKE AND KNOXVILLE (S E QUAD ****	50.0		
LAKE ST	938	124+75	TO	125+37.5 RT	62.5		
LYNDALE	342	TOTAL	L J		112.5		
GLEN AVE	544	**** CONTAINS	TWO END SE	CONTAINS TWO END SECTIONS AS PER STANDARD 630001-05 (SHEET 3 OF 4)	RD 630001-05 (SHI	EET 3 OF 4)	
PROSPECT	140	,					
NORTHMOOR	272	TRAF BA	R TERM T I SI	TRAF BARR TERM T I SPECIAL (FLARED)	EACH		
GILES/SHERIDAN	604	125+37.5	70	125+87.5	Ŧ		
TOTAL	3,776	TOTAL	١L		-		
for locations see sheets 37-45		;					
		CONCRE	CONCRETE HEADWALL REMOVAL	- REMOVAL	EACH		
INDUCTIVE LOOP DETECTOR	EACH	142+00	RT		1		
LAKE	10	TOTAL	١٢		1		
NORTHMOOR	10						
±0741	20	WETALE	METAL END SECTION 15 INCH	A INCH	EACH		

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INDUCTIVE LOOP DETECTOR	EACH
LAKE	10
NORTHMOOR	10
TOTAL	20

EACH	2	2
HANDHOLE TO BE ADJUSTED	- S.E. QUAD (IL 40 5	TOTAL

SCHEDULE OF QUANTITIES

EACH <del>.</del> N ---3-SCHED-056 NORTHMOOR TOTAL LAKE

•

REMOVE EXIST TRAFFIC CONT AND CABINET TOTAL

~ 142+00 RT

EACH **METAL END SECTION 15 INCH** 

SHEET	TOTAL NO.	50 24	130-2RS-4				so yb		43		ę		[	HOURS		500		500		ſ	CALMO				٩										SCHEDULE	Ч	OUANTITIES
COUNTY	<u> </u>	PEORIA	* 126 RS-5, 130-1RS-2, 130-2RS-4	: 58056			2														Ĭ														<u></u>		
SECTION	Γ		* 126 RS-5,	CONTRACT : 68056				WLEY	00+99												AGE SIGN																
	646	40					REMOVAL	N AT MT HA	þ	L SHEET)											CHANGEABLE MESSAGE SIGN																
ROUTE	FAP	Ŀ					PAVEMENT REMOVAL	RIGHT TURN AT MT HAWLEY	64+70	(SEE DETAIL SHEET)	TOTAL			TRAINEES		JOB SITE		TOTAL			CHANGEA	<u></u>	JOB SITE		TOTAL												
	"8x'8		HOT - MIX	ASPHALT	SHOULDERS 8"	sa yo		443.33	150.00		988.00	1,133.33			413.33	886.67	886.67			70.00		320.00	150.00		291.33			1,266.67			866.67		613.33	8,479			
	10'x2.25"		HOT - MIX	ASPHALT	SHOULDERS	TON			]	-			36.40	70.00				56.00		-	42.00			-		77.00	84.00		36.40	123.20		105.00		630			
	3'x3/4"		AGG	SHLDRS	TYPE B	TON		9.47	3.20	1	21.10	24.20	3.70	7.12	8.83	18.93	18.93	5.69		1.49	4.27	6.83	3.20		6.22	7.83	8.54	27.05	3.70	12.53	18.51	10.68	13.10	245			
	6'X8"		EARTH EX	WIDENING		си Хр		98.52	33.33	1	219.56	251.85			91.85	197.04	197.04			15.56		71.11	33.33	1	64.74			281.48	-		192.59	1	136.30	1,884			
			LENGTH			E		665	225	1,048	1,482	1,700	260	500	620	1,330	1,330	400		105	300	480	225	1,048	437	550	600	1,900	260	880	1,300	750	920				
		•				<b>L</b>		61+60	67+15	77+63	92+45	120+80	127+60	138+00	148+00	163+30	177+50	183+20		56+00	59+00	63+80	67+15	77+63	82+00	98+50	106+00	125+00	127+60	145+20	160+50	173+30	184+20				
والمراجع المراجع								5	P	5	p	P	2	p	2	þ	6	5		ç	P	5	0	10	5	þ	0	01	5	10	5	þ	10				
							N.B.	54+95	64+90	67+15	77+63	103+80	125+00	133+00	141+80	150+00	164+20	179+20	S.B.	54+95	56+00	59+00	64+90	67+15	77+63	93+00	100+00	106+00	125+00	136+40	147+50	165+80	175+00				

CONSTRUCTING TEST STRIP     EACH       SURFACE COURSE     1       TOTAL     1       TOTAL     6       JOBSITE     6       JOBSITE     6       JOBSITE     1       TOTAL     1       JOBSITE     1       JOBSITE     1       JOBSITE     1       JOBSITE     1       JOBSITE     1       TOTAL     1       JOBSITE     1       JOBSITE     1       JOBSITE     1       TOTAL     1       TOTAL     1       JOBSITE     1       JOBSITE     1       TOTAL     1       TOTAL     1	CONTRACT : 68056 LOCATION LCATION LT SIDE 82400 TO 8( 64+70 TO 8( 64+70 TO 13 132430 TO 13 132430 TO 18 183450 TO 18 183450 TO 23 239400 TO 24 243400 TO 24 243400 TO 24	68056 0 85+30 66+00	GUTTER REMOVAL FT	F.A.P 545 1L 40 * 126 RS-5: 130	¥	PEORIA	TOTAL
┝┼┼┥┝╌┼┼┥┝┼┽┥┝┽┽┥┝┽┽┥┝	LOCATION LT SIIDE 82+00 T( 64+70 T( 131+50 T( 132+30 T( 132+30 T( 183+50 T( 2339+00 T) 2339+00 T( 2339+00 T)	0 85+30 66+00	GUTTER REMOVAL FT	IL 40 + 126 RS_5, 13(			
<u> </u>	╽ <u>╒</u> ╾┽ <del>┍╪╍╪╍╪┥┥</del> ┛		GUTTER REMOVAL FT	+ 126 RS_5, 13(			50
┠╂┫┠╩╊╂┥╴┠╂┲┽┨┝╋┽┽┥╞╋┿┨┣	▕▌  Ĕ <b>▌ ┝╾┽╌┼╼┿╍┽╍┽╍┽╍┽╍┥</b>		GUTTER REMOVAL FT		* 126 RS-5, 130-1RS-2, 130-2RS-4	ţ	
┕┫┝╼┰╌┥╴┝╼┲╌┥┝╍┱╾┥┝	┆ <u>Ĕ</u> ╏╠ <del>╻╷╻╔╗┥┥┑┥╍╡╸┥╺╿</del> ┛		GUTTER REMOVAL FT 330				
┥┝ <u>┷</u> ╋┾┥╴┝╋╋┥┝	┊ <mark>┝╾┼╌┼╍┼╍┼╍┼╍┤</mark> ╴╧		REMOVAL FT	CONCRETE	COMB	9 \$ 222	000 8 0
┡╧╄┾┥╴┠┼┿┥┝┿┼┥╴┝┽┿┥┝	·≚ I ┝ <del>╸┥╶┊╺┢╸┥╺┥╍╡╸┥╺╡</del> ┛		330 1	GUTTER	080	B-6.12	B-6.24
<mark>╄╄┥╞╋╇┥┝┿┿┥╞╋┿┨┢</mark>	╷ <mark>┝╾┼╌┼╼╁╾┼╌┼╼┤</mark> ╴╿	_ ┃ ┝━╄━╇	E 8	TYPEB	REMOVAL		
<u>┟┥</u> ┝╁┼┥┝┽┼┥┝┽┽┥┝	┨╴┝ <del>╸┨╶┊╺┢╸┥╺┥╍╡╸┥╸┥</del> ╸	┇╞ <del>╺┝</del> ╋	330	FT	FT	FT	F
┥╞╂╂┨┝╋╂┥╞╉╇┨┢	┠ <del>╸┨╶┊╺┟╸┥╸┫╍╡╸┪╸╿╹</del> ╢	┝━┼━┽	330				
┠╂╂┨┡╂╂┨┝	<del>╏╶╶┊╺╞╍┥╺┥╍╡╍╡╺╹</del> ┨┆	$\vdash$	>>>				
┠╁╫┨┝┽╫┨╶┝╅┿┨┝	┼╼╆╍╅╍╉╍╉╺╄╼┩	ł			130		130
┟╫╢┝╫╫╣╞╫╫┨┣	<del>┟╸┥╸┥╺┥╸┥╺</del> ┥	0 131+90			40		40
┠┥┝┿┽┥ <b>╞┼┿┥┝</b>	╁╾┼╼┽╾┽╶┦╼┥	0 133+00			20		20
┥┝ <del>┽</del> ┼┥ ┝ <del>╋</del> ╃┫┝	<del>╋╼╤╡╾╶╏╺╹</del> ┨╷	0 149+40			130		130
┝┽┽┥╞╉┽┨┝	╋╍╼╅╼╌╄╼╼┩╷	0 186+60			310		310
┝┽┥╞┽┽┨┣╸		0 239+00			1,100	1,100	
┟┥ <sub>┝╋╋┥</sub> ┝		TO 243+00	340	340	370	370	
┥┝┿┿┨┝		TO 249+00	510				510
┝╋╋	AROUND E	ARTH MEDIA	EARTH MEDIANS (MIDDLE)				
┝╁┽┨┝	122+15 T	TO 125+20			620	620	
<del>╏┦</del> ┠	136+85 T	TO 139+05			460	460	
╄┨┠-	139+50 T	TO 143+15			750	750	
┨┠	240+30 T	TO 244+50			840	840	
┝	<u>}</u>	TO 246+10			460	460	
	RT SIDE						
JOBSITE	131+65 T	TO 134+65			30		gg
TOTAL 1	146+20 T	TO 147+20			100		<u>6</u>
	189+80 T	TO 192+70			290		290
TRAF CONTROL SURVEILLANCE CAL DA	213+85 1	TO 216+52			266		255
╞	228+90 1	TO 238+20			1,040	1,040	
	240+50 1	TO 243+60			255	255	
	—	TO 249+00	540				9 <u>7</u>
RAIROAD LIABILITY INSURANCE L SUM							
JOBSITE 1	TOTAL		1,720	340	7,531	5,895	2,675
TOTAL							

schedule of quantities

5-SCHED-056

				CONTRACT : 68056	F.A.P	646	*		TOTAL	NO.
	_	SIDEWALK	SIDEWALK		-	40		PEORIA	20	26
	•	4"			*	126 RS-5,,	126 RS-5,, 130-1RS-2, 130-2RS-4	30-2RS-4		
		SQ FT	SQ FT							
					PRIZMATIC CURB REFLECTOR	URB REFLE	CTOR	LENGTH	EACH	
239+00	TO 243+00	1,960	1,960							
┢		2,000	2,000		84+30	õ	88+90	460	37	
	<b> </b>	-			89+30	ТО	92+60	330	28	
35	TO 134+65		1.200		93+25	ΤO	98+50	525	41	
┢		1.160	1.160		08+66	TO	104+30	450	36	
┢		$\left  \right $	575		104+30	TO	120+50	1,620		
╋			3,040		120+50	ΤO	121+50	100	13	
+		┼╍			122+15	TO	125+20	305	26	
TOTAL		9,688	9,935		136+85	10	139+05	220	21	-
					139+50	T0	143+15	365	30	
		HOT - MIX		CONC .	233+50	TO	239+85	635	48	
		ASPHALT	MEDIAN	MEDIAN	240+30	TO	244+50	420	34	
LOCATION		BASE CSE	REMOVAL	TY SB-5.12	243+60	TO	246+10	250	23	
		TON	SQFT	SQ FT	246+70	5	248+50	180	8	
		- - -								
84+30	TO 88+90		4,900	4,900	TOTAL				405	<b></b> i
. 02+68	TO 92+60		650	650						r
	TO 98+50	_	3,320	3,320				PCC	DRIVEWAY	
08+66	TO 104+30		3,965	3,965				DRIVEWAY	PAVEMENT	
104+30	TO 120+50	504	8,105		LOCATION	z		PAVMT 8"	REMOVAL	
120+50	TO 121+50		400	400				SQ YD	sαYD	
* 233+50	TO 239+85	2	3,800	3,800						<b>-</b> T
-		0	1,750	1,750	214+70	₽	217+40	256	310	-
AT WAR MEN	AT WAR MEMORIAL (EAST	(	610	610				510		
TOTAL		EAA	27 EAD	10 395				007	200	
IUIAL		+00	21,300	Apple 1						1

SCHEDULE OF QUANTITIES

Т		21	_	_	 			-				 							т													 T			ENT VG	Ш
SHEET		ន			THERMO -	PLASTIC	PAVT	MARKIG	LET & SYM	WHITE	SQFT	31.2	31.2	93.6		31.2	624.0	62.4	31.2	467.2	62.4	93.6	93.6	31.2	156.0	93.6	31.2	62.4	156.0	93.6	124.8		2,370		PAVEMENT	SCHEDULE
COUNTY		PEORIA	-2RS-4		THERMO -	PLASTIC	PAVT	MARKING	LINE - 24"	WHITE	1						148		64	144	72				72	24	ဗ္ဗ		22		8		712	-		-056
SECTION		*	126 RS-5, 130-1RS-2, 130-2RS-4		THERMO -	PLASTIC	PAVT	MARKING	LINE - 12"	YELLOW	E						250		220				150		10				215		90	1,005	1,869			7-THERMO-056
	646	40	126 RS-5, 13		THERMO -	PLASTIC	PAVT	MARKING	LINE - 12"	WHITE	FΤ						394	90	150						190						40	 864	1,			
ROUTE	FAP	MKD	*		THERMO -	PLASTIC	PAVT	MARKING	LINE - 8"	WHITE	FT	105		370			3,805	250	280		290		315		1,930		130		1,000		730		9,205		1	
					THERMO -	PLASTIC	PAVT	MARKING	LINE - 6"	WHITE	FT						230								280	120			320				950			
	056			ARY PAVEMENT MARKING	PREFORMED	PLASTIC	PAVT MARKING	TYPE B . LINE 6"	(C L SKIP-DASH)	WHITE	ΡΤ	103	115	393		139	2,495	295	375	890	215	293	303	195	585	395	65	240	935	375	775		9,179	10,129		
	CONTRACT : 68056			RARY PAVE	THERMO -	PLASTIC	PAVT	MARKING	I INF - 4"	VELLOW	FT	410	575	1,310		693	10,925	1,475	1,672	4,450	200	1,463	1,586	825	2,972	1,863	260	1,200	4,558	1,750	3,454	42,141	78,855	TEMPORARY 6"		
	U			THERMOPLASTIC, PREFORMED & TEMPOR	THERMO -	PLASTIC	PAVT			WHITE	FT _	 410	460	1,570		554	9,980	1,180	1.500	3,560	860	1,170	1,210	780	2,340	1,580	260	096	3,740	1,500	3,100	36,714	78		-	
				FORME					I ENTH			205	230	785	1,048	277	4,990	590	750	1.780	430	585	605	390	1,170	790	130	480	1,870	750	1,550					
1				STIC, PRE								57+00	59+30	67+15	77+63	80+40	130+30	136+20	143+70	161+50	165+80	171+65	177+70	181+60	193+30	201+20	202+50	207+30	226+00	233+50	249+00		TOTAL			
				PLAS					N	5		þ	5	P	10	þ	2	2			2	TO	þ	-	10	5	6	2	P	P	P	TALS				
				THERMO								54+95	57+00	59+30	67+15	77+63	80+40	130+30	136+20	143+70	161+50	165+80	171+65	177+70	181+60	193+30	201+20	202+50	207+30	226+00	233+50	SUB-TOTALS				

			2	39			S,	ò		_	_					_			
SECTION		*	126 RS-5, 130-1	CONTRACT : 68			NOL				55+25	67+15	77+63	77+93	llLES	M GILES	RT TURN TO NORTHMOOR	RT TURN TO PROSPECT	RT TURN FROM PROSPECT
	646	40	*				STAT				5	TO	TO	ΤO	TOG	FRO	TO N	то р	FRO
ROUTE	FAP	I.					STATION TO STATION				54+95	66+85	67+15	77+63	<b>RT TURN TO GILES</b>	RT TURN FROM GILES	RT TURN	RT TURN	RT TURN
,					 														
	RAISED REF	PVT MRKRS	REMOVAL	EACH	83		110	67	20	73	150	100	167	137	23		930		
· The v system is	r MARKERS	2 WAY	AMBER		30		126	134	34	95	247	174	230	175	51	1,296			
	RAISED REFLECTIVE PAVT MARKERS	1 WAY	AMBER	EACH	49				9	11	6	30	7	22		134	2,163		
	RAISED REI	1 WAY	CRYSTAL		48		129	16	23	45	68	100	106	2	29	733			
		LENGTH		LIN FT	1,220	1,048	2,087	2,350	620	1,115	2,375	2,420	2,595	2,670	905				
		-	TION		67+15	77+63	98+50	122+00	128+20	139+35	163+10	187+30	213+25	239+95	249+00				
÷ .			TO STA		10	ЧO	T0	5	10	ġ	10	5	5	T0	5		Ļ		
			STATION TO STATION		54+95	67+15	77+63	98+50	122+00	128+20	139+35	163+10	187+30	213+25	239+95		TOTAL		
1																			

			STRIP REFL	STRIP REFL CENT JOINT
			CRACK CONT	REPAIR
STATION TO STATION	ro stA	TION	TREATMENT	SYSTEM
	- - -			
20+00	то	100+00	3,000	3,000
TOTAL			3,000	3,000
	-			

28	50		*	40	Ŀ
				D	7 4 7
	SHEET	COUNTY	SECTION	i	ROUTE

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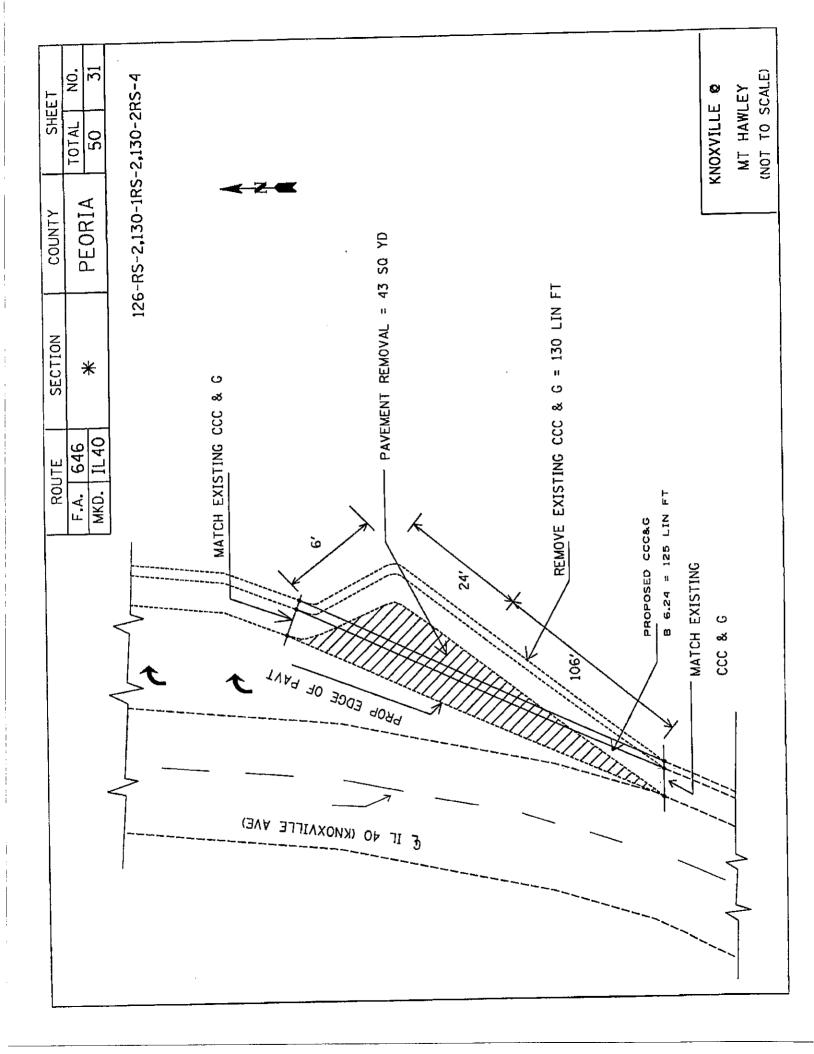
130-2RS-4		X TEMPORARY	X TEMPORARY	T RAMPS		нт	sq YD	33.3	33.3		0 33.3	6.7	6.7	6.7	6.7	6.7	0 33.3		0 33.3	7 44.4	7 11.1	7.8	0 33.3		0 297
-1RS-2,	38056	HOT MIX	HOT MIX	ASPHALT	SURF REM	FUIDL TTUB	sq YD	200.0	200.0		200.0	40.0	40.0	40.0	40.0	40.0	200.0		200.0	266.7	66.7	46.7	200.0		1,780
126 RS-5, 130-1RS-2,	CONTRACT : 68056				NOI			55+25	67+15	77+63	77+93	ILES	<b>TURN FROM GILES</b>	RT TURN TO NORTHMOOR	RT TURN TO PROSPECT	RT TURN FROM PROSPECT	147+63	147+76	148+06	L (EAST)	TURN TO KNOXILLE N.B.	RT TURN TO KNOXILLE S.B.	249+00	-	
*	-				STAT			1 U	TO	TO	10	LO G	FROM	TO N	TO PI	FROM	ΤO	<u>10</u>	TO	ORIA	10 K	TO K	TO		
					STATION TO STATION			54+95	66+85	67+15	77+63	<b>RT TURN TO GILES</b>	RT TURN I	RT TURN	RT TURN	RT TURN	147+33	1+47	147+76	WAR MEMORIAL (EAST)	RT TURN	RT TURN	248+70		TOTAL

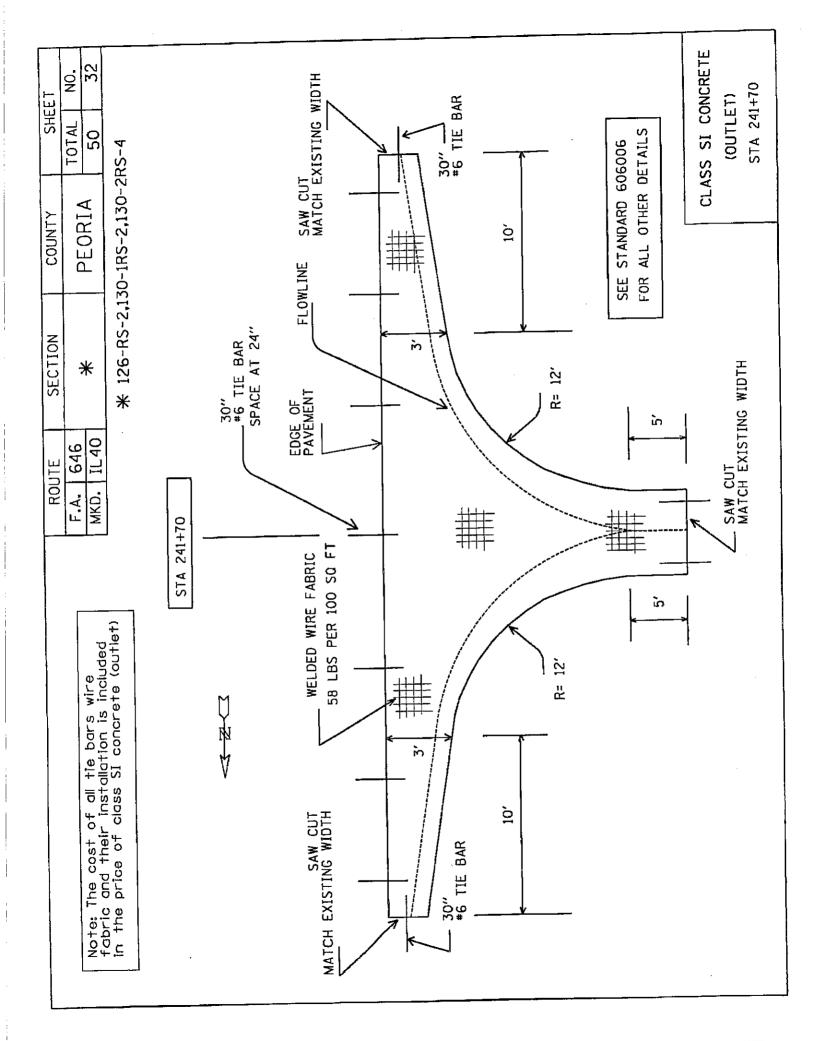
OF QUANTITIES SCHEDULE

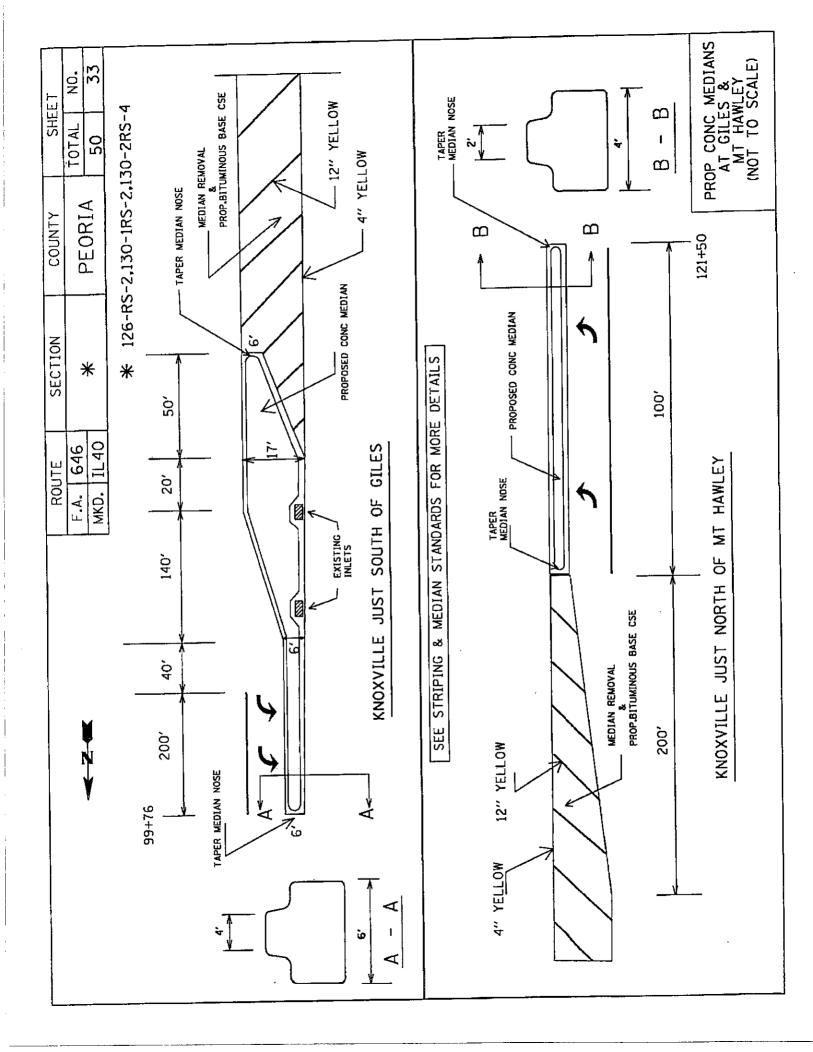
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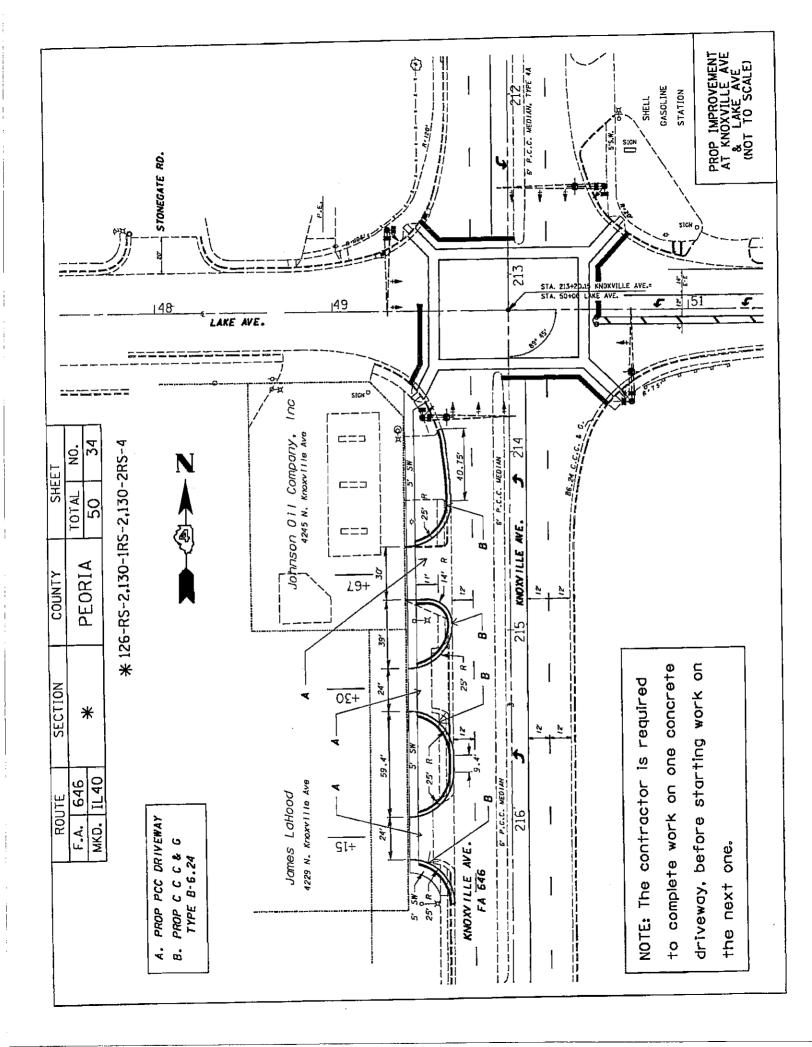
SECTION COUNTY SHEET		3		3	PVT MARKING	E VELLOW R	FT FT SQFT		TO 57+00 438 0	57+00 TO 60+70 222 690 101	60+70 TO 67+15 1,497 0 166		TO 80+40 250 831	TO 130+30 16,419 0 1	TO 136+201 1,104 1,7/0	10 143+/0 2,442 U	10 161+50 3,660 5,340	10 165+80 2,424 0	10 11/1+65 423 1.(01	TO 177+70 1,236 0	10 181+60 234 990	TO 193+30 7,788 0	10 201+20 A0A	TO 202+50 1,116		207430 10 226400 5,280 0 587	TO 233730 430 2,100 1	<b>248700 4,200</b>		000													
	INLETS	TO BE ADJ W ITH NEW	T GI FR & GR	EACH												-	-		~	£							T	1											,				
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		MANHOLES	ADJUSTED				1																	-								-			1								
	EXISTING		& GRATE		Т3	<u>Т</u> 3	Ť3	T 11 V	T3	> r - +	- +	- 14 <	T 11 V	T G1	T 21	T G1	T G1	T G1	T G1	1 G (	711 V	T 11 V	T11 V	T11 V	T11 V	T11 V	T 11 V	711 <	1 11 <	T 11 V	T11 V	T 11 V	9 1	T 11 <	T 11 <	T 11 V	T 11 V	T G1	T 11 V	161	T 11 V	19	
					QM	Q	СW						RT	RT	RT	RT	RT	Ľ	-1	RT			ГТ	LT	LT	LT	LT	QW	RT	1 <b>.</b>	QW	MD		QW	RT	MD	ШM	RT		RT	QW	AT U S 150 (S E QUAD)	
			STATION		95+50	97+50	100+00	101+80	101+80	00-101	103+70	1234-50	135+20	185+10	200+75	212+00	214+90	216+00	218+00	218+40	227+80	228+20	228+80	229+40	231+50	232+70	234+30	237+70	238+00	238+30	241+00	241+80	242+50	242+90	243+50	244+50	245+70	245+70	248+25	248+40	248+75	AT U S 150	

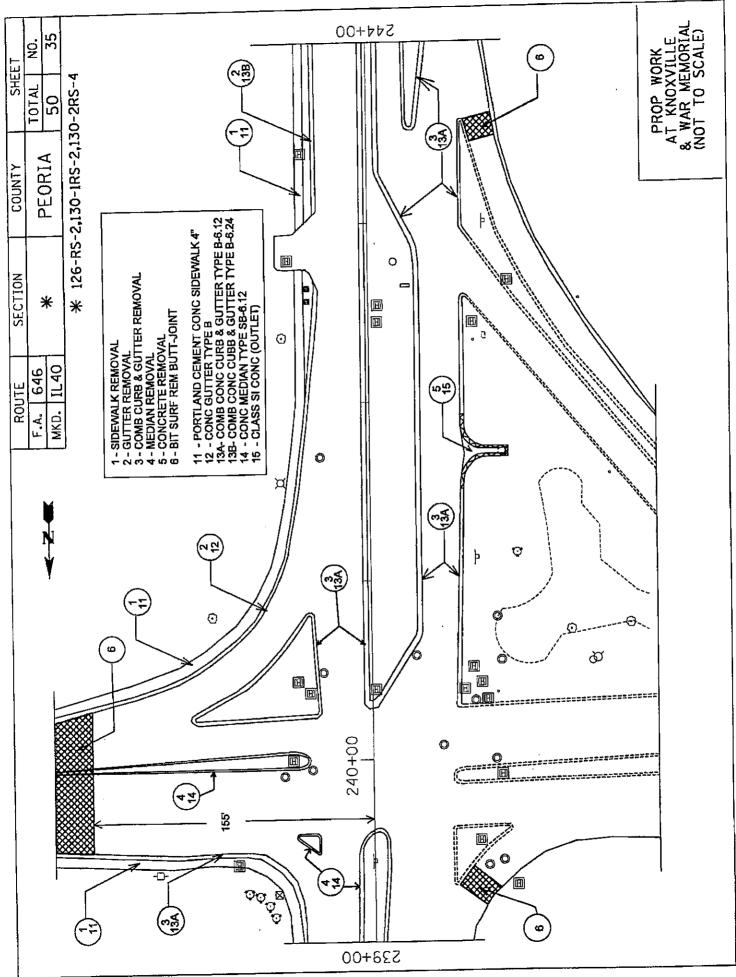
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SHEET	TOTAL	20		** CI A60					45	2	4.5							XXX REM&	RE-ERECT	NORTARED	STONE	WALL	SOFT		270		270		SCHEDULE	ð	
COUNTY	PEORIA							,	4 5	2	45	unicikaless						*		AVERAGE	UEICHT		1			-		ş			
SECTION	*			F															_		r everu		Ŀ		5 270			SEE DETAILS SHEET 36			
ROUTE	F.A.P 646	[L.40	126 RS			LOCATION			01-170	241+70	TOTAL		MAICH EXISTING ON USE & FO	SEE DETAIL SUBEY 12					<u>.</u>			LUCATION			22011E TO TO 2201EE		TOTAL	ť			
			SUPPL *	WATERING		GAL		7.2	6.1	14.5	102.7	10.9	7.66		р. 70 О	42.8	10/.0	199.0	18.1		14.0	4.7	24.1	64.4	19.9	4.60	070	ת ת			
			SODDING	SALT	TOLERANT	sa yb		34.4	28.9	68.9	488.9	80.6	412.2	0	0'0/7	204.4	0.06/	n.uce	86.1		66.7	22.2	257.8	163.9	380.6	330.6		4,662			
	ų	2	POTASSIUM	FERTILIZER	NUTRIENT	LBS		0.4	0.4	0.9	6.1	0:-	9.C		3.4	2.5	9.3	11.8	1.1		0.8	0.3	3.2	2.0	4.7	4,1	5	ö			
	CONTRACT · ERREE	TORVINO	PHOSPHORUS	FERTILIZER	NUTRIENT	LBS		0.4	0.4	0.9	6.1	1.0	5.9		3.4	2.5	9.3	11.8	1.1		0.8	0.3	32	2.0	4.7	4,1		8			
			NITROGEN	-	NUTRIENT	LBS		0.4	0.4	0.9	6.1	1.0	5.9		3.4	2.5	9.3	11.8	1.1		0.8	0.3	3.2	2.0	4.7	4.1		28			
			TOPSOIL	FURNISH	& PLACE	ay ps		34.4	28.9	68.9	488.9	80.6	472:2	DOLE)	275.6	204.4	750.0	950.0	86.1		66.7	22.2	257.8	163.9	380.6	330.6		4,562			
10				AREA		51	·	310	260	620			4,250	DIANS (MIL			6,750	8,550	775		009	200	2,320	1,475	3,425	2,975					
								138+75	_	186+60	0 241+00		249+00	AROUND EARTH MEDIANS (MIDDLE)	0 125+20	<b>0 139+05</b>	0 143+15		1		0 134+65		0 192+70	TO 238+20	TO 243+60	TO 249+00					
					LOCATION		LTSIDE	137+20 TO		183+50 TO	227+00 TO	241+00 TO	242+60 TO	<b>ROUND E</b>	122+15 TO	136+85 TO	139+50 TO	240+30 TO	-	RT SIDE	131+65 TO	146+20 TO	189+80 10	_	-	-		TOTAL			





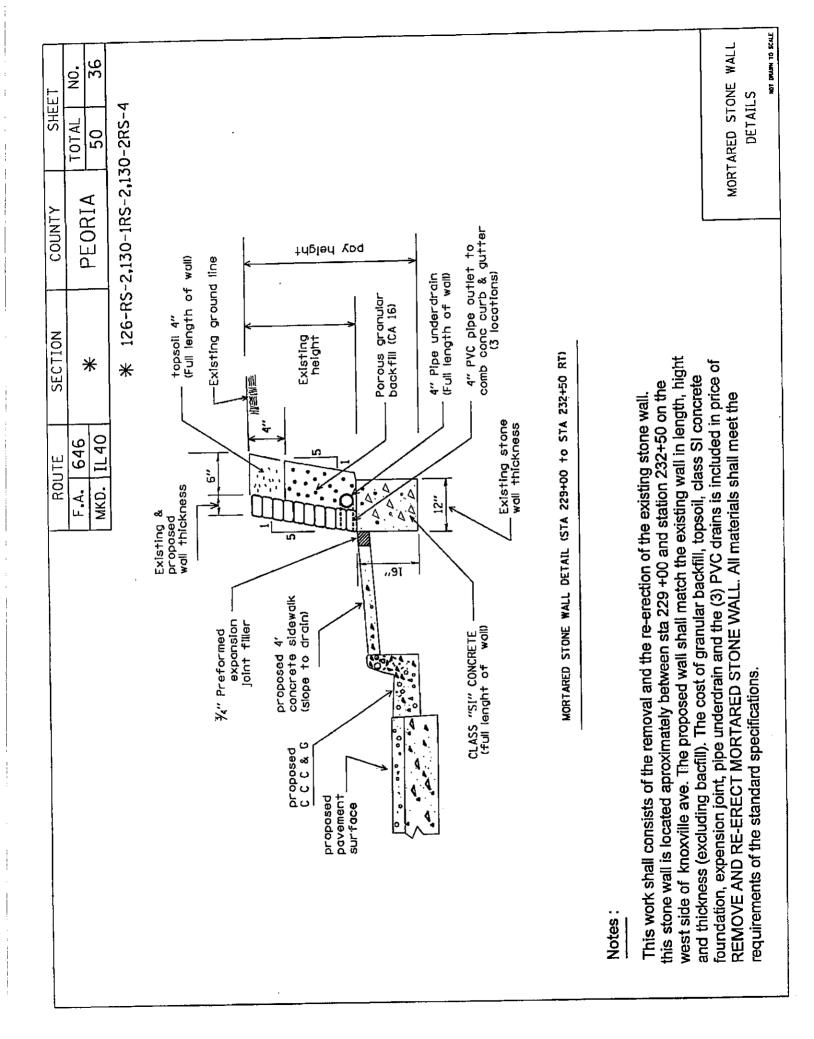






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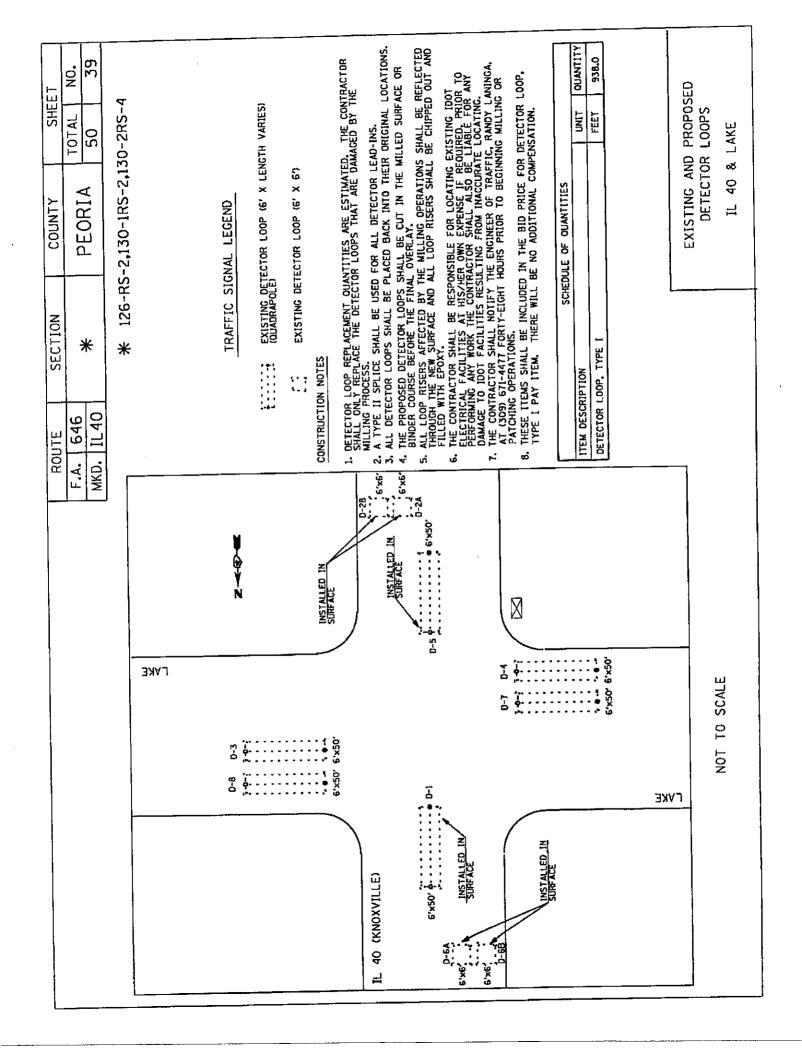
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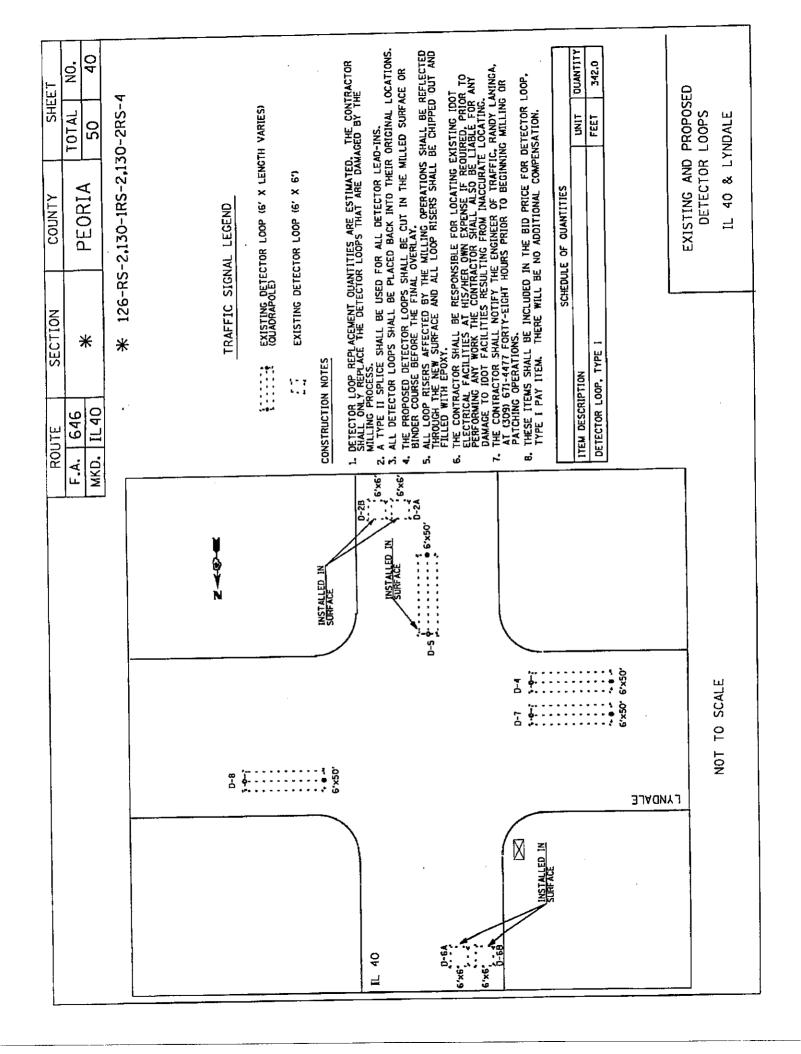


딸	PEORIA TOTAL NO. 50 37	126-RS-2,130-1RS-2,130-2RS-4		SIGNAL LEGEND	EXISTING DETECTOR LOOP (6' X LENGTH VARIES) (QUADRAPOLE)	EXISTING DETECTOR LOOP (6' X 6')		DEFECTOR LOOP REPLACEMENT OUANTITIES ARE ESTIMATED. THE CONTRACTOR SHALL ONL REPLACE WEETOR LOOPS THAT ARE DAMAGED BY THE MILLING PROCESS. A TYPE II SPLICE SHALL BE USED FOR ALL DETECTOR LEAD-INS. ALL DETECTOR LOOPS SHALL BE CUT IN THE MILLED SURFACE OR BINDER COURSE DEFEOTION LOCATIONS SHALL BE CUT IN THE MILLED SURFACE OR ALL LOOP RISERS AFFECTED BY THE MILLING OPERATIONS SHALL BE CHIPPED OUT AND FILLOOP RISERS AFFECTED BY THE MILLING OPERATIONS SHALL BE CHIPPED OUT AND FILLED WITH FEDAY. ALL LOOP RISERS AFFECTED BY THE MILLING OPERATIONS SHALL BE CHIPPED OUT AND FILLOOP RISERS AFFECTED BY THE MILLING OPERATIONS SHALL BE CHIPPED OUT AND FILLED WITH FEDAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING IDOT FILLED WITH FEDAY. THE CONTRACTOR SHALL NEIFRED REPORTING TO FILLED WITH FEDAY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TRAFFIC, RANDY LANINGA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TRAFFIC, RANDY LANINGA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TRAFFIC, RANDY LANINGA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TARFFIC, RANDY LANINGA, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF TARFFIC, RANDY LANINGA, PATCHING OPERATIONS. THESE ITEMS SHALL BE INCLUDED IN THE BID PRICE FOR DETECTOR LOOP, THESE ITEMS SHALL BE INCLUDED IN THE BID PRICE FOR DETECTOR LOOP, THESE ITEMS SHALL BE INCLUDED IN THE BID PRICE FOR DETECTOR LOOP, THESE ITEMS SHALL DOTTOR THE RUINEER SCHEDULE OF OUNNITTES SCHEDULE OF OUNTITIES DETECTOR LOOP, TYPE I DETECTOR LOOP, TYPE I	· · · · ·
ROUTE SECTION	F.A. 646 *	ц ж 126-н		TRAFFIC S	trift EXISTING C	EXISTING E	CONSTRUCTION NOTES	1. DETECTOR LOOP REPLACE THE DETENTLING ONLY REPLACE THE DETENTLING PROCESS.         2. A TYPE II SPLICE SHALL BE US         3. ALL DETECTOR LOOPS SHALL BE US         5. ALL DETECTOR LOOPS SHALL BE US         6. THE PROPOSED DETECTOR LOOPS         6. THE CONTRACTOR SHALL BE RECONNER         7. THE CONTRACTOR SHALL BE RECONNER         7. THE CONTRACTOR SHALL BE RECONNER         8. THESE ITEMS SHALL BE RECONNER         0. TYPE I PAY ITEM. THERE WILL         0. ETECTOR LOOP, TYPE I	
			(JAIROMEN)	A A A A A A	ระรก		INSTALLED IN		
			0-8A D-88	2-0 -3 -			€.×50		NOT TO SCALE
								IL 40 (KNOXVILLE) 6'x6' 6'x50' 6'	

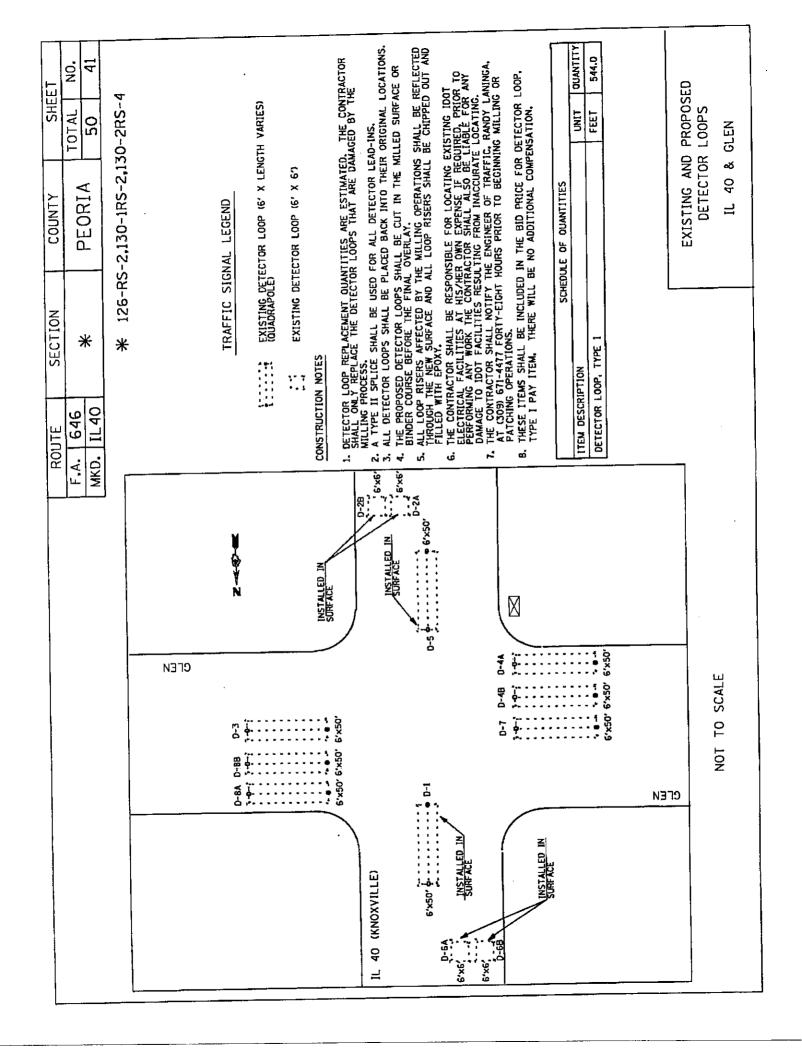
HH I	<b>PETECTOR ASSIGNMENT SCHEDULE</b> DETECTOR ASSIGNMENT SCHEDULE         LOOP       PHASE         NO. CHANNELS         D-1       1         D-2A. D-2B       2         D-2A. D-2B       2         D-2A. D-2B       2         D-3       3         D-4       4         D-5       5         D-6       5         D-6       6         D-6       7         D-6       6         D-6       7         D-6       7         D-6       7         D-6       6         D-6       7         D-7       1         D-6       7         D-7       7         D-7       7         D-7       1         D-7       1         D-7       1         D-7       1         D-1       1	CONSTRUCTION NOTES I.THE CONTRACTOR WILL BE ALLOWED TO PLACE THE INTERSECTION INTO ALL-RED FLASH MODE TO FACILITATE THE INSALLATION OF THE PROPOSED TRAFFIC SIGNAL CONTROLLER AND CABINET 2.THE CONTRACTOR STALL EURISH AND INSTALL A MINIMUM OF THGO STOP SIGNS FER APPROACH WHEN THE INTERSECTION IS OPERATING IN ALL-RED FLASH MODE. THE INFERSECTION IS PLACED THIC ON LL-RED FLASH MODE. THE TRAFFIC SIGNAL SOMALS AND 3:300M ONLY. 3.THE CONTRACTOR SHALL RESTORE THE TRAFFIC SIGNAL TO NORMAL AND 3:300M ONLY. 3.THE CONTRACTOR SHALL BE INCLUDED IN THE CONTRACTED WITH THESE REQUIREMENTS SHALL BE INCLUDED IN THE CONTRACT BID PRICE. THERE WILL BE NO ADDITIONAL COMPENSATION FOR THESE ITEMS.	Schedule of quantities       LINIT       QUANTITY         ITEM DESCRIPTION       LUNIT       QUANTITY         FULL-ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL       EACH       1.0         INDUCTIVE LOOP DETECTOR       EACH       10.0	PROPOSED TRAFFIC SIGNALS IL 40 & LAKE ST.
	PROPOSED PHASE DIAGRAM NAME OF INTERSECTION <u>IL 40 (KNOXVILLE AVE.) &amp; LAKE</u> CONTROLLER SPECIFIED <u>IE POSITION IS-2 LOAD BAY IN TYPE IV</u> CONTROLLER SPECIFIED <u>CABINET, ECONOLITE ASC-3 CONTROLLER</u>	STREET NAME KNOWVILLE	LEGEND LEGEND VEHICULAR MOVEMENT WUMBER REFERS TO ASSOCIATED PHASE	

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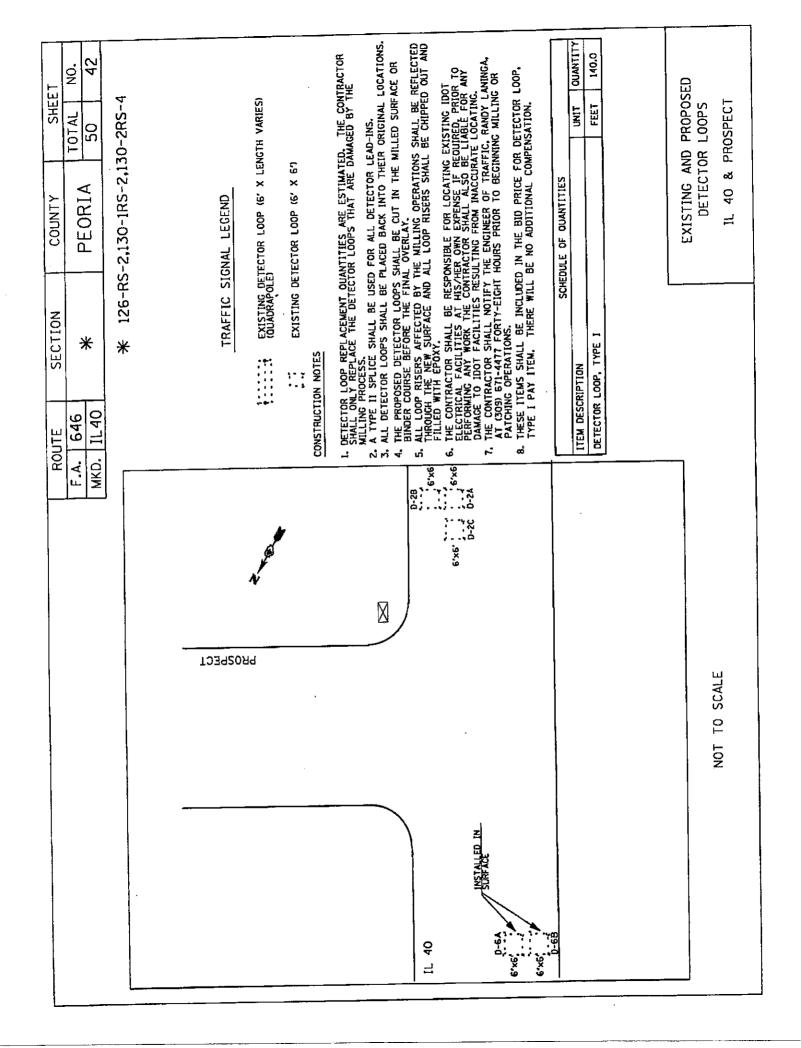


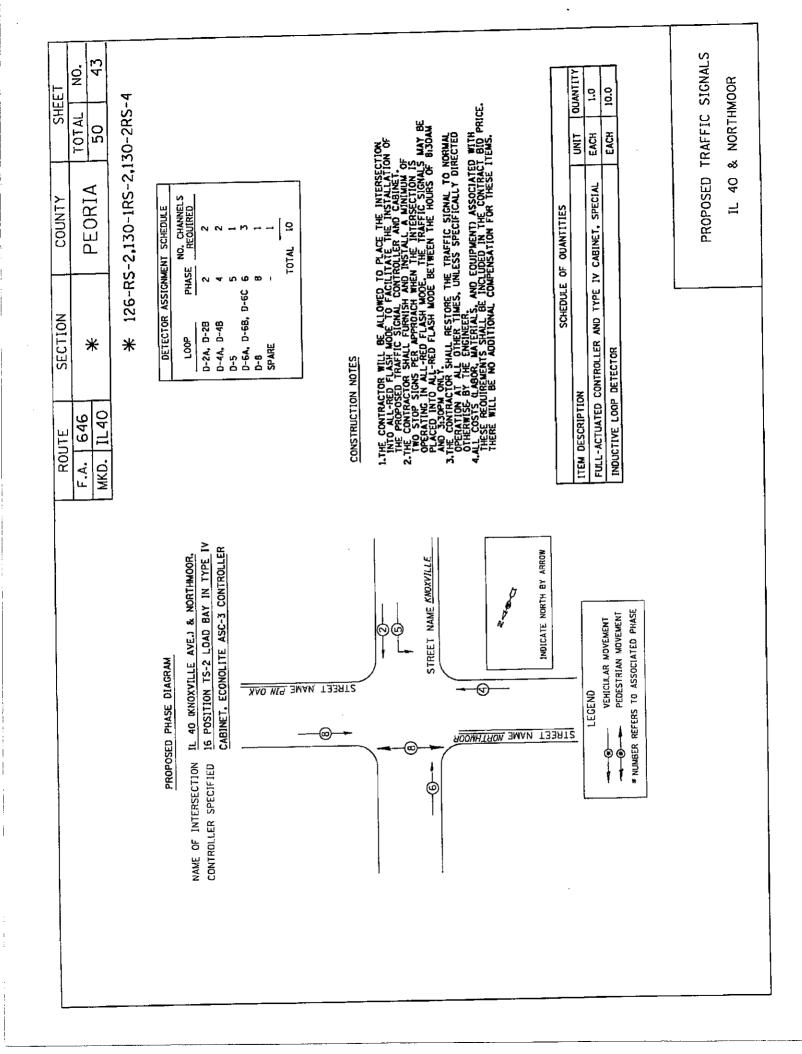


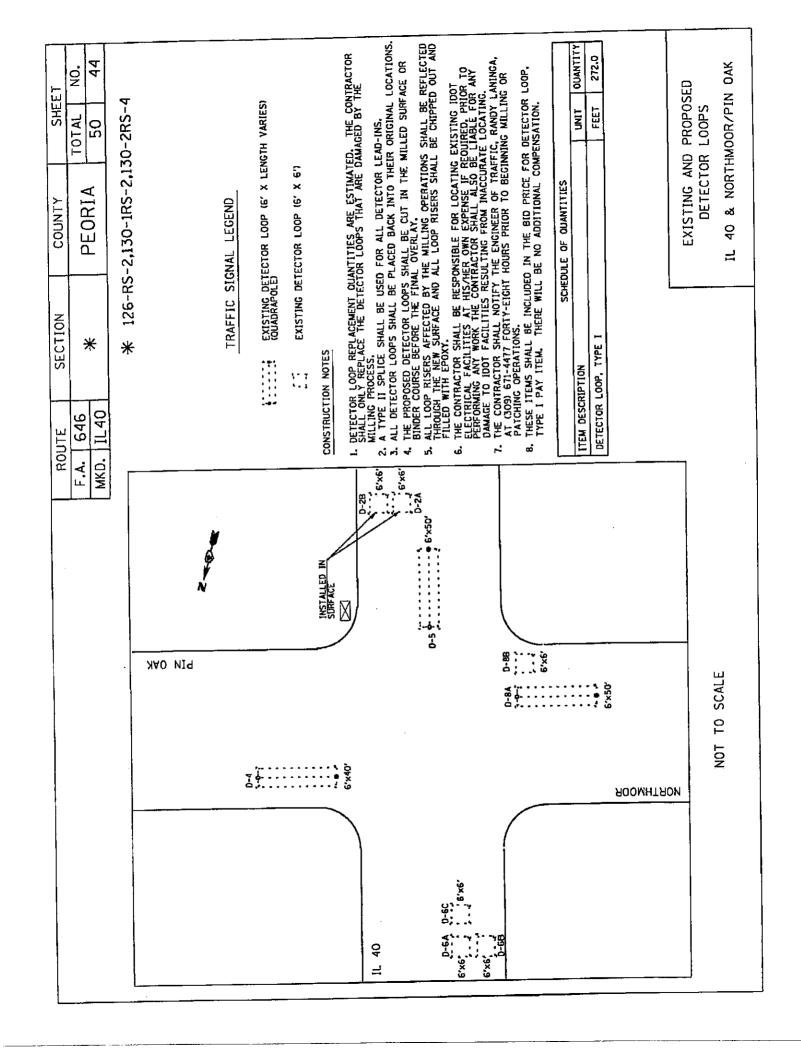
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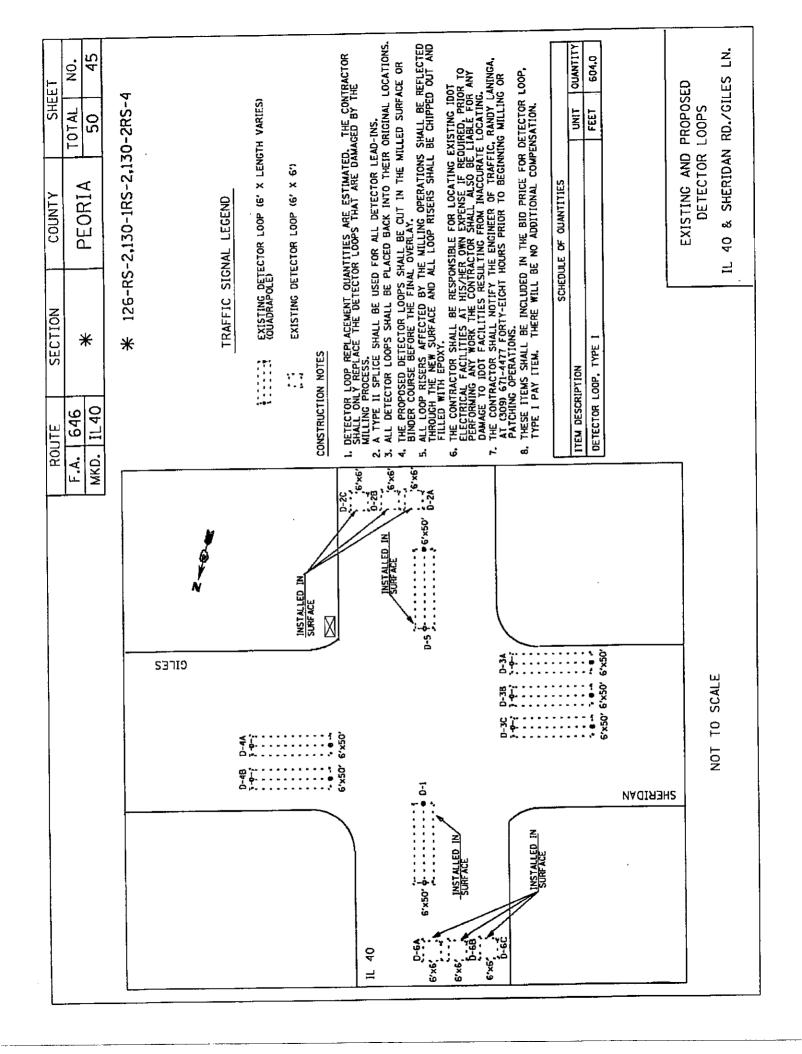


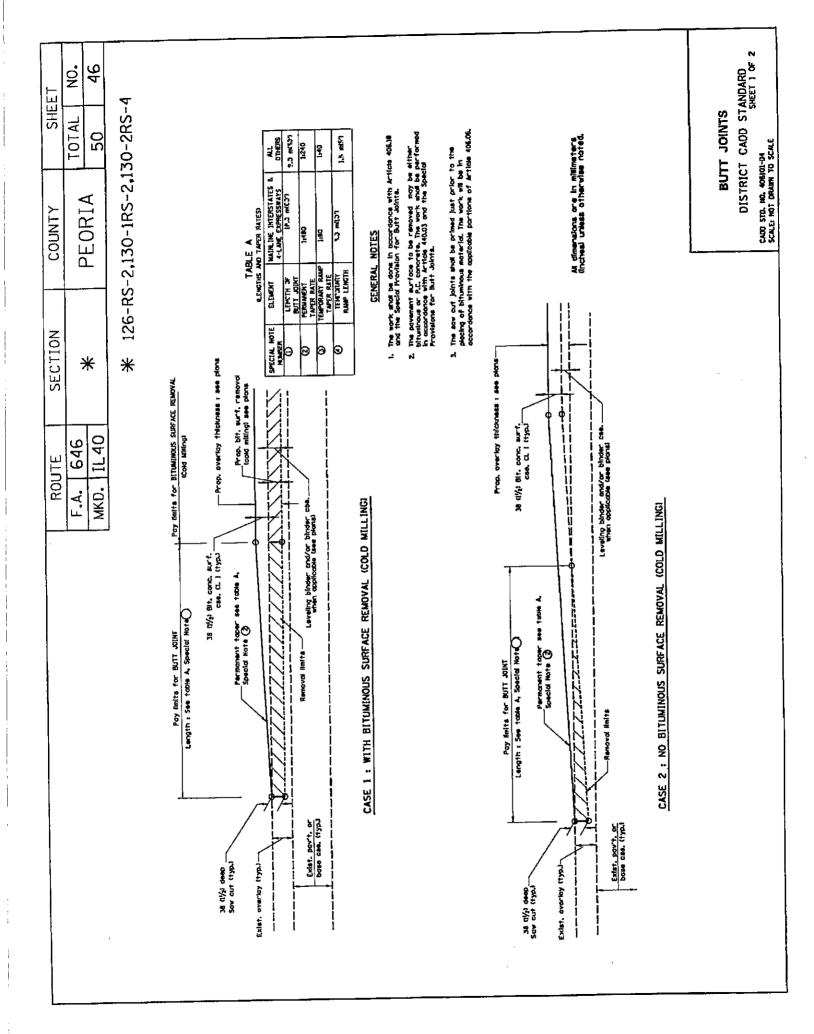
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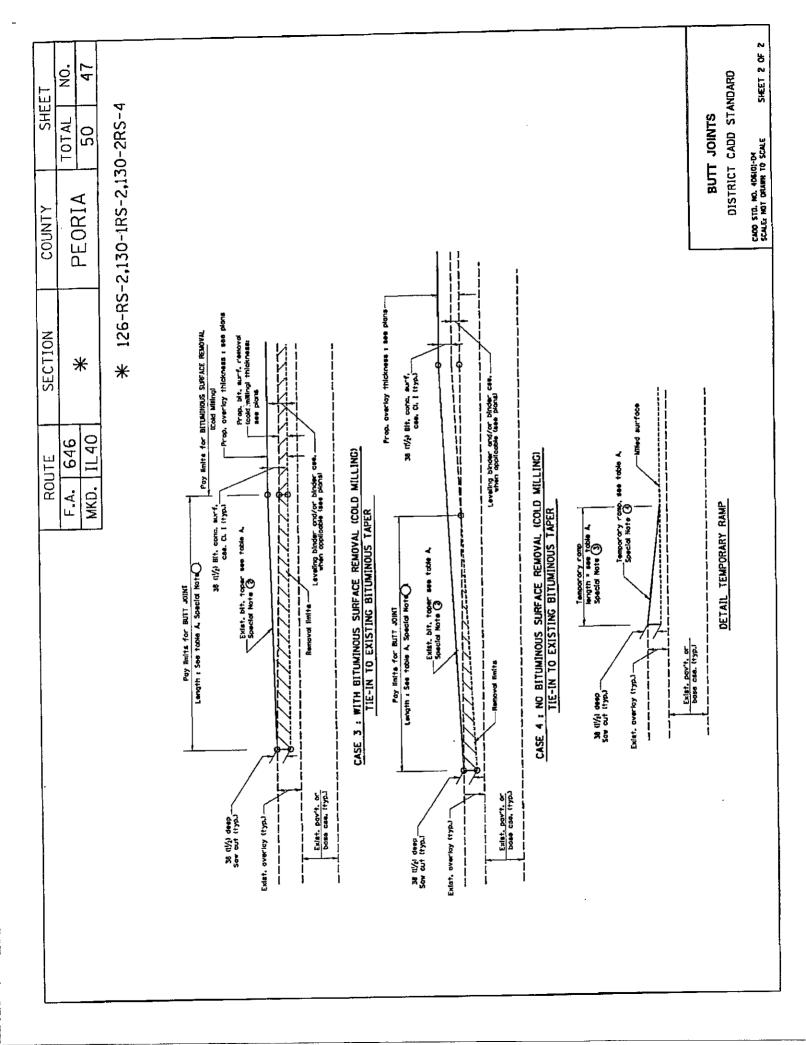


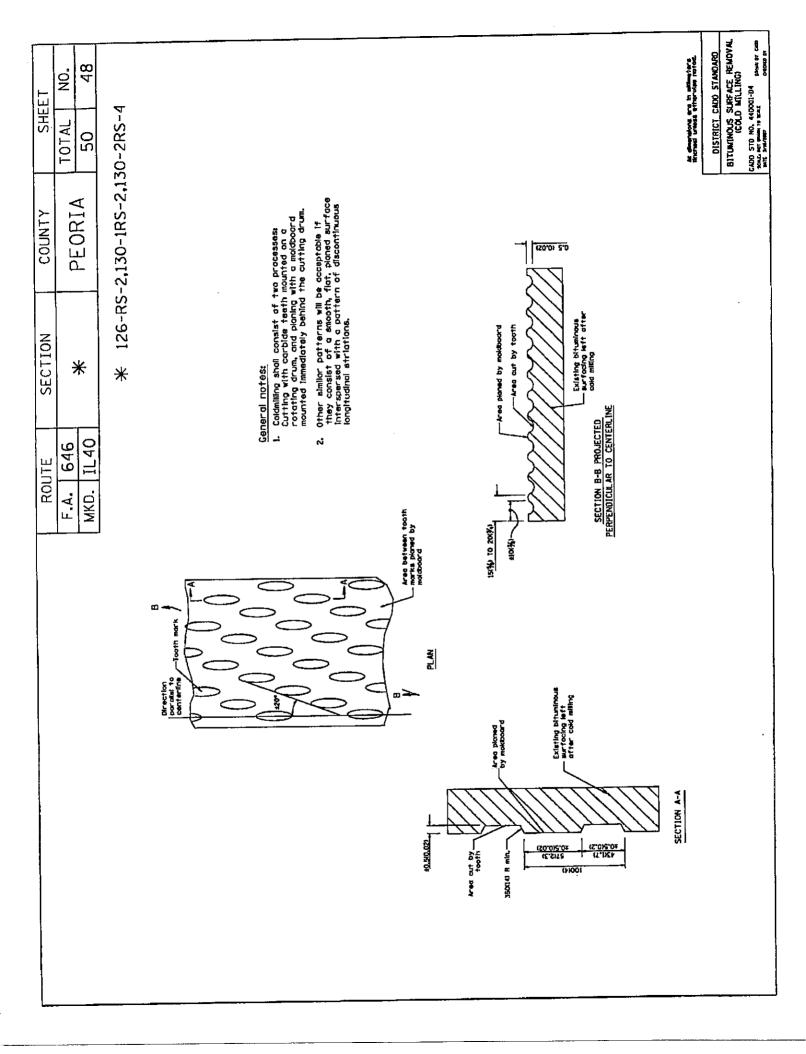


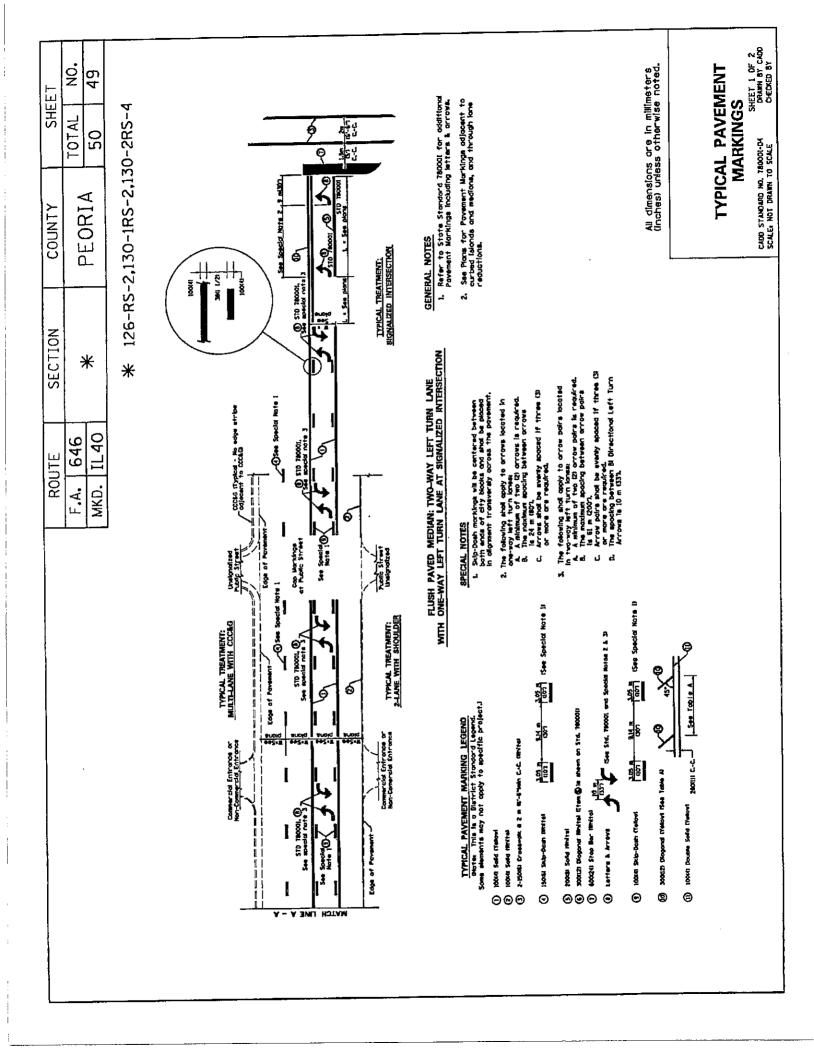


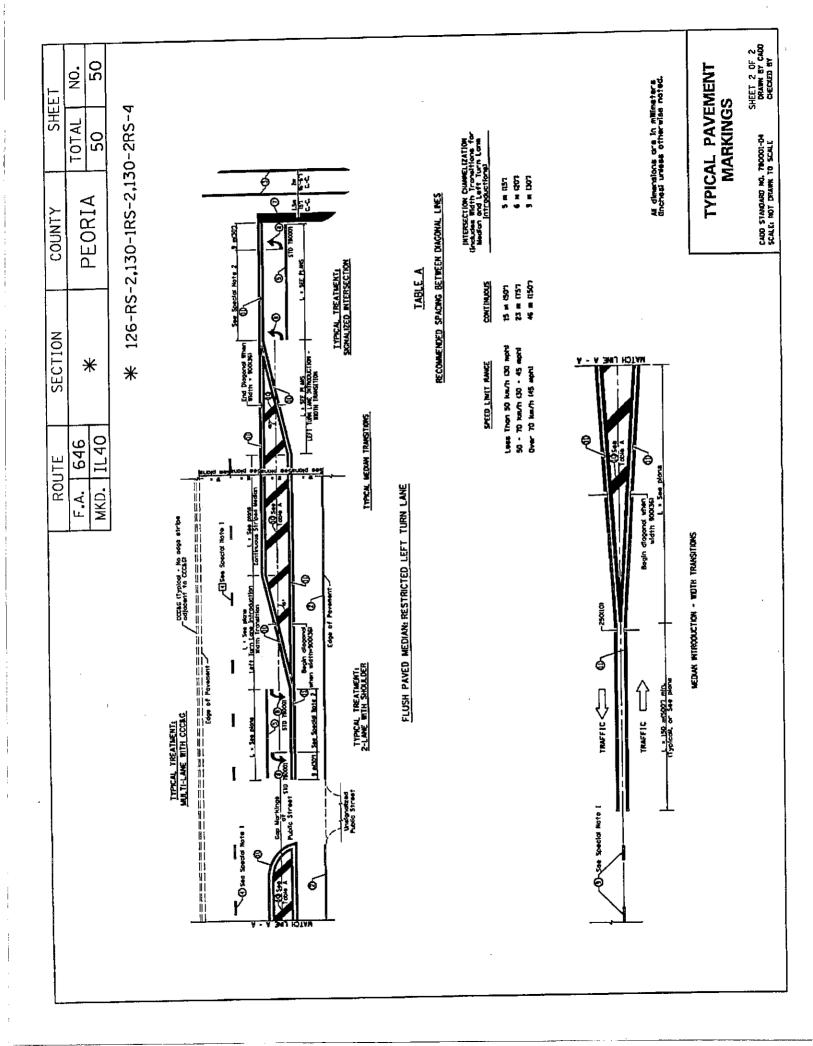












#### INDEX FOR

### SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

### Adopted January 1, 2007

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

### SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

### **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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1	<ul> <li>X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07)</li></ul>	
2	X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	
4	Specific Equal Employment Opportunity Responsibilities	
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5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	
6	Reserved	
7	National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03) 25	
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
	In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	
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11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) 33	
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07) 39	
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07) 41	
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05)	
18	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20	X Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97)	
21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	
22	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
26	English Substitution of Metric Bolts (Eff. 7-1-96)	
27	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	
28	X Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	
30	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	
31	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-07)	

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# STATE OF ILLINOIS

# **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 646 (IL 40/Knoxville Ave.), Project F-0646 (064), Section 126RS-5, 130-1RS-2, 130-2RS-4 in Peoria County and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### LOCATION OF PROJECT

This project is located on Illinois Route 40 (Knoxville Avenue) in Peoria. It starts at Merle Street, just south of War Memorial Drive, and ends at Mt. Hawley Drive, just south of Pioneer Parkway Drive.

### DESCRIPTION OF PROJECT

This project is located on Illinois Route 40 (Knoxville Avenue) in Peoria. The project starts at Mt. Hawley Drive, south of Pioneer Parkway Drive, and ends at Merle Street, just south of War Memorial Drive.

### PRESTAGE SITE CONSTRUCTION MEETINGS

Effective June 1, 1992

This work shall consist of meetings with all concerned parties prior to each construction stage. The meetings shall be set up and conducted by the Contractor and shall include all Subcontractors connected with the particular stage. The Department's project staff and all concerned parties, as directed by the Engineer, shall be invited to attend.

The meetings are intended to help improve the coordination and quality of construction, personnel safety on the project site, and safety of the traveling public.

At each meeting, the Contractor shall indicate the current construction schedule for the particular stage, discuss maintenance of traffic, traffic control, project site personnel safety, compliance with the plans and specifications including quality construction, and all other pertinent subjects. Minutes of the meetings will be taken by the Resident Engineer and distributed to those persons in attendance.

The prestage site construction meetings will not be paid for separately but shall be included in the cost of the traffic control item(s) in the contract.

### DATE OF COMPLETION (PLUS WORKING DAYS)

Effective March 1, 1990 Revised July 1, 1994

The Contractor shall schedule his operations so as to complete all work, except as specified below, and open all the roadway to traffic on or before June 30, 2008. The Contractor shall note that this completion date is based on an expedited work schedule. The Contractor will be allowed ten (10) working days, after the June 30, 2008 completion date, to complete any remaining planting, seeding and sodding work.

### PLACEMENT OF HOT-MIX ASPHALT SURFACE COURSES

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

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

### HOT-MIX ASPHALT SURFACE COURSE SURFACE TESTS

Effective: November 1, 2003 Revised January 1, 2007

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

### PROTECTION OF FRAMES AND LIDS OF UTILITY STRUCTURES

Effective March 6, 1991 Revised January 1, 2007

This work shall consist of protecting frames and lids of utility structures in the pavement after the adjacent hot-mix asphalt surface has been removed to the required depth by cold milling or by hand methods.

After the area has been swept clean and before the lane is opened to traffic, a hot bituminous mixture shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 4 feet (1.2 m) around the entire surface of the casting. Cold mix or milled material will not be permitted. This mixture shall remain in place until the day surfacing

operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary hot-mix asphalt mixture shall be removed and disposed of by the Contractor as specified in Article 202.03 of the Standard Specifications.

The temporary tapers and their removal shall be considered included in the contract unit price per <u>square meter (square yard)</u> for HOT-MIX ASPHALT SURFACE REMOVAL of the depth specified, and no additional compensation will be allowed.

### HOT-MIX ASPHALT SURFACE REMOVAL, 21/4"

Effective February 5, 1993 Revised January 1, 2007

Add the following to Article 440.04:

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

The cutting teeth used in the milling operation shall be the GTE AM722, or an approved equivalent. When the teeth become worn so that they do not produce a uniform surface texture, they shall all be changed at the same time (as a unit). Occasionally, individual teeth may be changed if they lock up or break, but this method shall not be used to avoid changing the set of teeth as a unit.

The moldboard is critical in obtaining the desired surface texture. It shall be straight, true, and free of excessive nicks or wear, and it shall be replaced as necessary to uniformly produce the required surface texture. Gouging of the pavement by more than 1/4 inch (6 mm) shall be sufficient cause to require replacement of all teeth, occasional gouges, due to deteriorated pavement condition, or separation of lifts will not be cause to replace all teeth. The Engineer will be the sole judge of the cause of the pavement gouging and the corrective work required. Corrective work due to negligence or poor workmanship will be at the Contractor's expense.

The Contractor shall mill 2¼ inch (60 mm) at the centerline, except when the milling at the outer edge of the lane would exceed 1.5 inches (40 mm); then the Contractor shall reduce the cut at the centerline to provide the maximum cut of 1.5 inches (40 mm) at the edge of pavement. If deemed necessary, the Contractor may reduce the cross slope from normal to <u>1.5% to 1%</u>. <u>A drawing labeled "Hot-Mix Asphalt Surface Removal" is included in the plans</u>.

An automatic grade control device shall be used when milling mainline pavement and shall be capable of controlling the elevation of the drum relative to either a preset grade control stringline or a grade reference device traveling on the adjacent pavement surface. The automatic grade control device may be utilized on only one side of the machine with an automatic slope control device controlling the opposite side. The traveling grade reference device shall not be less than 30 feet (9 m) in length for rural areas. For urban areas, a device not less than 20 feet (6 m) in length will be required. When milling cross roads, turn lanes, intersections, crossovers, or other miscellaneous areas, the Engineer may permit the use of a matching shoe.

Surface tests will be performed according to Article 407.09(a) of the Standard Specifications. The profile will be taken 3 ft. (0.9 m) from and parallel to each edge of pavement and 3 ft. (0.9 m) from and parallel to the centerline on each side. If a shadow area is found at the 3 ft. (0.9 m) points, the pavement smoothness tester will be moved sufficient distance either side to measure the Contractor's milling efforts. If any (milled) surface variations found to be over 1/4" in 10' (6 mm in 3 m), then the roadway shall be reprofiled at no additional cost. In addition, the Contractor shall be responsible for refilling, with approved hot-mix asphalt mixtures, any area that lowered the pavement profile as a result of his faulty milling operations if directed by the Engineer. The Contractor shall be responsible for providing the pavement smoothness tester described elsewhere to retest the pavement profile obtained.

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

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

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

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

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

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

### Method of Measurement:

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

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

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

### PAVEMENT DRAINAGE AFTER COLD MILLING

Effective March 15, 1996 Revised January 1, 2007

This work shall consist of cold milling a 1.5" (40 mm) deep and 2' (0.6 m) wide drainage channel through the existing shoulder at locations as directed by the Engineer and replacing the mix after the surface has been placed.

To prevent pooling of water in the milled surface, a drainage channel shall be cut in the shoulder at low spots in superelevated curves and other locations where pooling of water may occur as specified by the Engineer.

After the surface has been placed on the adjacent through lane, the drainage channel shall be primed and then filled with a hot-mix asphalt shoulder mix approved by the Engineer and compacted to the satisfaction of the Engineer.

This work shall be paid for under the provisions of Article 109.04.

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

Effective January 22, 2001 Revised January 1, 2007

If the Department allows resurfacing hot-mix asphalt shoulders simultaneously with the mainline pavement resurfacing, a roller meeting the requirements of Article 1101.01 shall be required.

This roller will be in addition to any rollers required for compaction of the mainline roadway resurfacing. This additional roller will not be paid for separately, but shall be included in the contract unit price bid for the mainline bituminous material being placed.

### **CONSTRUCTION SECTIONS**

This project is broken into four distinct and separate construction sections. These sections are as follows:

Section 1 – West Merle Lane to Lake Avenue Section 2 – Lake Avenue to Proctor Avenue Section 3 – Proctor Avenue to West Northmore Road Section 4 – West Northmore Road to Pioneer Parkway

The Contractor shall not work in more than one construction section at a time. No lane closures will be allowed outside of the section under construction. Once Portland cement concrete related operations commence in a section, the Contractor shall not proceed to any subsequent construction. Once bituminous concrete related operations commence in a section, the Contractor shall not proceed to any subsequent construction sections until all bituminous concrete related operations commence in a section, the Contractor shall not proceed to any subsequent construction sections until all bituminous concrete related work in the section under construction is completed. The Contractor shall not perform bituminous concrete related work and Portland cement concrete related work in two separate construction sections at one time. The Contractor may extend traffic control devices beyond the current section under construction as required by the appropriate traffic control standard to allow the necessary working room in the section under construction.

### CONSTRUCTION STAGING

PORTLAND CEMENT CONCRETE SIDEWALK, PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, CLASS C PATCHES, INLETS TO BE ADJUSTED, MANHOLES TO BE ADJUSTED, CLASS SI CONCRETE (OUTLET), COMBINATION CONCRETE CURB AND GUTTER shall be completed prior to May 1, 2008.

All operations involving BITUMINOUS MATERIALS (PRIME COAT), POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, MIX "E", N50, HOT-MIX ASPHALT SURFACE REMOVAL, 2¼" HOT-MIX ASPHALT SHOULDERS, 8", and HOT-MIX ASPHALT SHOULDERS shall not begin until after May 1, 2008. If the Contractor can complete all bituminous paving operations and permanent pavement markings prior to October 15, 2007 in any section, the Contractor may perform such work.

No overnight lane closures shall be allowed from November 15, 2007 through April 15, 2008.

Should the Contractor fail to adhere to the above restrictions, the Contractor shall be liable to the Department in the amount of \$1,500.00, not as a penalty, but as liquidated and ascertained damages for each calendar day violation.

### BITUMINOUS MILLING AND OVERLAY RESTRICTIONS

The Contractor shall place the POLYMERIZED LEVELING BINDER (MACINE METHOD) the same day as the HOT-MIX ASPHALT SURFACE REMOVAL, 2<sup>1</sup>/<sub>4</sub>" operation.

The Contractor may elect to pave in calendar year 2007. All paving operations in the construction section must be completed, including all surface mix, by October 15, 2007.

The Contractor shall not start any milling or resurfacing operations, including traffic control setup, on Illinois Route 40 until 8:30 a.m. of each day. All operations, including the removal of all traffic control devices, shall be completed with two lanes of traffic open on Illinois Route 40 by 4:00 p.m. of each day.

All milling and paving operations at the War Memorial Drive intersection shall be done on the weekend between the hours of 6:00 a.m. on Saturday mornings and 6:00 a.m. on Monday mornings. Weekends with city events and all holidays will be restricted.

Should the Contractor fail to adhere to the above restrictions, the Contractor shall be liable to the Department in the amount of \$1,500.00, not as a penalty, but as liquidated and ascertained damages for each calendar day of violation.

### TEMPORARY SIDEWALKS

Effective March 1, 1991

Revised February 1, 1996

Temporary sidewalks may be required at various locations as determined by the Engineer to provide access to and from businesses and to provide continuity for pedestrian traffic. The temporary sidewalks shall be constructed using material of the type and thickness as specified by the Engineer. The work, including the subsequent removal of the temporary sidewalk, will be paid for in accordance with Article 109.04 of the Standard Specifications.

### CLASS C PATCHES, TYPE I, II, III, IV, 14"

Effective January 1, 1999 Revised January 1, 2007

This work shall consist of pavement patching in accordance with applicable portions of Section 442 except as herein specified.

The patching mixture as specified in the Special Provision titled Portland Cement Concrete Patching shall be either Class PP-2, PP-3, or PP-4.

## TRAFFIC CONTROL PLAN

Effective December 13, 2006

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

Provisions, and any special details and Highway Standards contained herein and in the plans. Special attention is called to <u>Section 701</u> and Articles 107.09 and 107.14 of the "Standard

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

701602 701701 701801

Traffic control surveillance will be required for this project.

## LOCATION OF UNDERGROUND ELECTRICAL FACILITIES

The Contractor shall be responsible for locating all existing IDOT and City of Peoria electrical facilities prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to facilities resulting from inaccurate locating.

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

The Contractor shall also be responsible for locating and providing protection for electrical facilities during all phases of construction. If at any time, the facilities are damaged, the Contractor shall immediately notify the Engineer and make all necessary arrangements for repair to the satisfaction of the Engineer. This work shall be included in the contract bid price.

## FULL ACTUATED CONROLLER AND TYPE V CABINET, SPECIAL

This work shall be in accordance with Sections 857, 1073 and 1074 of the Standard Specifications except as modified herein.

The Contractor shall remove the existing cabinets, located on IL Route 40 (Knoxville Avenue) and Northmoor Road and IL Route 40 (Knoxville Avenue) and Lake Street, and transport them to the City of Peoria, Traffic Operations Center, located at 3505 North Dries Lane, Peoria, Illinois. The contact person is Tom O'Neill, telephone Number (309) 645-2157.

The cabinet and controller shall be compatible with the existing Econolite closed loop system and Aries remote monitoring software.

The traffic signal cabinet shall have a NEMA TS-2 back panel. The cabinet shall include a malfunction management unit to allow enhanced fault monitoring capabilities. The malfunction management unit shall be an EDI model MMU-16E.

The controller shall be an Econolite ASC/2S-2100 NEMA TS-2 Type 2 controller.

The malfunction management unit shall be equipped with the latest software and firmware revisions. The cabinet shall be equipped with a plexi-glass shield that covers the power panel, which houses the mercury bus relay, line filter, circuit breakers, and other electrical components.

The cabinet shall be equipped with a plexi-glass shield that covers the thermostat and a florescent lighting assembly that turns on when the door is opened. The florescent lighting assembly shall be equipped with a cold weather ballast and mounted in a location that will not interfere with cabinet maintenance.

The traffic signal cabinet shall be equipped with a sixteen-load switch back panel to accommodate future expansion.

The cabinet shall be furnished with a compact heater strip to be used for moisture reduction during cold weather. The heater shall be thermostatically controlled, operate at 120 volts, have minimum wattage of 150 watts, a minimum wattage of 250 watts, have a shield to protect service personnel and equipment from damaging heat, be separately fused, and be mounted where it does not interfere with a person working in the cabinet.

The cabinet or controller shall be equipped with all components necessary to provide for a complete and functional FSK telemetry system. The Contractor shall remove the telemetry modules from the existing controller and install them in the proposed controllers.

The cabinet shall be equipped with toggle switch guards for all switches located on the door to prevent accidental switching. The cabinet shall include a high-quality deluxe pleated filter.

The Contractor shall set up each cabinet in his or her shop for inspection by the Engineer. All phases that are utilized shall be hooked up to a light board to provide observation for each signal indication. The Engineer shall be notified when the set-up is complete so that all pertinent timings may be entered into the traffic signal controller. The facility shall be subject to a seven-day burn-in period before installation will be allowed.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price each for FULL ACTUATED CONTROLLER AND TYPE IV CABINET, SPECIAL and shall be payment in full for all labor, materials and equipment required to remove the existing cabinets and provide, test and install the proposed controller cabinet described above, complete.

### INDUCTIVE LOOP DETECTOR

This work shall be in accordance with Sections 885 and 1079 of the Standard Specifications except as modified herein.

The detector amplifier shall be equipped with an LCD display that is capable of displaying the loop frequency and inductance and shall conform to the following specifications:

- Custom LCD displays complete status and function settings of the detector.
- All functions are programmable from the front panel LCD "Menu" no removing of detector to change functions settings.
- LCD displays loop frequency, loop inductance, &- L/L% values.
- LCD displays the accumulated number of loop failure incidents since the detector was last resent helps diagnose intermittent systems.
- LCD bar graph displays loop inductance change to verify ideal sensitivity level setting.
- Selectable "Continuous-CALL" and Channel-Off" to aid system troubleshooting.
- Eight (8) loop frequencies and nine (9) levels of sensitivity.
- Two (2) selectable modes of operation: Presence or Pulse
- 255-second CALL Delay and 25.5-second Extension Timers.
- 999-second Max. Presence Timer. NEMA TS 2 Status Output.
- EOG (end of green) reset synchronization for Max. Presence Timer.
- Super bright LEDS indicate vehicle detection or loop failure.
- Environmentally sealed push button switches to insure trouble-free service.
- Phase Green (Delay Override) input.

The detector amplifier shall be equipped with relay or solid state outputs to ensure that the detectors fail in a constant call mode.

The RENO A&E Model C-1200 Series and EDI Oracle Series are currently approved for use within the District.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price each for INDUCTIVE LOOP DETECTOR which price shall be payment in full for all labor, equipment and materials required to supply and install the inductive loop detector described above, complete.

## DETECTOR LOOP, TYPE I

This work shall be in accordance with Sections 886 and 1079 of the Standard Specifications except as modified herein.

All detector loops shall utilize a separate pair of lead-ins and a Type II splice shall be used for all detector lead-ins.

All proposed detector loops shall be cut in the proposed binder course or milled surface prior to the final overlay. The riser area shall be chipped out and filled with epoxy.

All loop risers that are affected by construction shall be modified as needed and reflected through the new pavement. The cost of performing this work shall be considered incidental to this pay item and shall be taken into consideration in the bid price. There will be no additional compensation.

All detector loops shall be re-installed in the original locations. The Engineer of Traffic shall be notified prior to the detector loop installation. Please contact Randy Laninga at (309) 671-4477 forty-eight hours prior to milling.

The above work will be paid for at the contract unit price per foot for DETECTOR LOOP, TYPE I and shall be payment in full for all labor, materials and equipment required to perform the work and install the detector loops as described above.

### RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986 Revised: January 1, 2006

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

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Peoria, Peoria Heights & Western Railro c/o City of Peoria 419 Fulton Street Peoria, IL 61602	ad 0	0
DOT/AAR No.: 604061L RR Division: Illinois	RR Mile Post: 6.28 RR Sub-Division: 3	
For Freight/Passenger Information Conta For Insurance Information Contact: Dave	•	Phone: (815) 339-6869 Phone: (309) 494-8887

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

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

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

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

# CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

## **"SECTION 1001. CEMENT**

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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

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

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

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
  - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), maximum 42 percent calcium

oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

### DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 15.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt

from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).

(d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

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

- (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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

- b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

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

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

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

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

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

# DOWEL BARS (BDE)

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm)."

#### ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: April 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".
- Page 345 Article 505.08(I). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".
- Page 345 Article 505.08(I). In the nineteenth line of the first paragraph change "is" to "in".
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".
- Page 390 Article 520.02(h). Change "1027.021" to "1027.01".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.

- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
  - "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
  - "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer.".
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "( $300 \mu m$ )" to "( $600 \mu m$ )".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL BUTT JOINT".

#### HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005 Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

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

Effective: April 1, 2007

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

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Procedures for Materials
VMA	1 per half day of production for first 2 days and 1 per day thereafter (first sample	1 per day	Illinois-Modified AASHTO R 35
Note 5.	of the day)		

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

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

"CONTROL LIMITS				
Parameter	arameter High ESAL Low ESAL		All Other	
	Individual Test	Moving Avg. of 4	Individual Test	
VMA	-0.7 % <sup>2/</sup>	-0.5 % <sup>2/</sup>	N/A	

2/ Allowable limit below minimum design VMA requirement"

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

"CONTROL CHARTHigh ESALREQUIREMENTSLow ESAL		All Other
	VMA"	

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

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

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

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

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

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

1/ Based on washed ignition."

#### HOT-MIX ASPHALT MIXTURE IL-4.75 (BDE)

Effective: November 1, 2004

Revised: April 1, 2007

<u>Description</u>. This work shall consist of constructing hot-mix asphalt (HMA) surface course or leveling binder with an IL-4.75 mixture. Work shall be according to Sections 406 and 1030 of the Standard Specifications, except as modified herein.

Materials.

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

"(c) Gradation. The fine aggregate gradation for High ESAL, Low ESAL, and All Other HMA shall be FA 1, FA 2, FA 20, or FA 21; except FA 21 will not be permitted for mixture IL-4.75."

Revise the third sentence of Note 2 of Article 1030.02 of the Standard Specifications to read:

"The maximum percentage of RAP in any mixtures containing a polymer modified asphalt binder shall be ten percent."

Revise the second sentence of Note 3 of Article 1030.02 of the Standard Specifications to read:

"For mixtures with an Ndesign  $\geq$  90 and for mixture IL-4.75, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA/FM 20 gradation."

Add the following note after Table 1 and after Table 2 of Article 1032.05(b) of the Standard Specifications:

"Note. When SBS/SBR PG76-22 or SBS/SBR PG76-28 are specified for mixture IL-4.75, the elastic recovery shall be a minimum of 80."

#### Equipment.

Add the following paragraph after the second paragraph of Article 1102.01(a)(6) of the Standard Specifications:

"IL-4.75 mixtures which contain aggregate having absorptions greater than or equal to 2.5 percent, or which contain steel slag sand, shall have a minimum silo storage plus haul time of 1.5 hours."

Add the following to Article 1102.01(a) of the Standard Specifications:

- "(13) For mixture IL-4.75, mineral filler and collected dust (baghouse) shall be proportioned according to the following.
  - a. Mineral filler shall not be stored in the same silo as collected dust (baghouse).
  - b. Additional minus 200 material needed to meet the JMF may be entirely manufactured mineral filler.
  - c. Collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following.

- 1. Sufficient collected dust (baghouse) is available for production of the IL-4.75 mixture for the entire project.
- 2. A mix design was prepared based on collected dust (baghouse).
- d. A combination of collected dust (baghouse) and manufactured mineral filler may be used according to the following,
  - 1. The amount (proportion) of each shall be established and not varied.
  - 2. A mix design was prepared based on the established proportions."

#### Mixture Design.

Add the following to the list of Illinois Modified AASHTO references in Article 1030.04 of the Standard Specifications:

"AASHTO T 305 Standard Method of Test for Determination of Draindown Characteristics in Uncompacted Asphalt Mixtures"

Add the following to Article 1030.04(a) of the Standard Specifications:

"(4) IL-4.75 Mixture. The Job Mix Formula (JMF) shall fall within the following limits.

IL-4.75, MIXTURE COMPOSITION				
Sieve	Percent Passing			
1/2 in. (12.5 mm)	100			
3/8 in. (9.5 mm)	100			
No. 4 (4.75 mm)	90-100			
No. 8 (2.36 mm)	70-90			
No. 16 (1.18 mm)	50-65			
No. 30 (600 μm)	35-55			
No. 50 (300 μm)	15-30			
No. 100 (150 μm)	10-18			
No. 200 (75 μm)	7-9			
AB Content 7% to 9%"				

Add the following to Article 1030.04(b) of the Standard Specifications:

"(4) IL-4.75 Mixture.

VOLUMETRIC REQUIREMENTS IL-4.75				
Volumetric Parameter Requirement				
Design Air Voids	4.0 % at Ndesign 50			
Voids in the Mineral Aggregate (VMA)	18.5 % minimum			
Voids Filled with Asphalt (VFA)	82-92 %			
Dust/AC Ratio	1.0			
Maximum Draindown	0.3%"			

# Control Limits.

Add the following to the tables in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS	S	
Parameter	IL-4.75	IL-4.75
	Individual Test	Moving Ave. of 4
% Passing: <sup>1/</sup>		
1/2 in. (12.5 mm)		
No. 4 (4.75 mm)		
No. 8 (2.36 mm)		
No. 16 (1.18 mm)	±4%	±3%
No. 30 (600 µm)		
Total Dust Content	± 1.5 %	± 1.0 %
No. 200 (75 μm)		
Asphalt Binder Content	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %

DENSITY CONTROL LIMITS				
Mixture Composition Parameter Individual Test				
IL-4.75	93.0% - 97.4% <sup>2/</sup>			

2/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge."

# CONSTRUCTION REQUIREMENTS

# Leveling.

Revise the table and the second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder			
Nominal, Compacted, Leveling Mixture Composition Binder Thickness, in. (mm)			
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L		
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-12.5, or IL-9.5L		

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures; and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

# Placing.

Revise Article 406.06(b) of the Standard Specifications to read:

- "(b) Placement Conditions. Placement of HMA shall be under the following conditions.
  - (1) General Conditions. HMA shall be placed on a clean, dry base and when weather conditions are suitable. The leveling binder and binder courses shall be placed only when the temperature in the shade is at least 40 °F (5 °C) and the forecast is for rising temperatures. The surface course shall be placed only when the air temperature in the shade is at least 45 °F (8 °C) and the forecast is for rising temperatures.

The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).

Intermingling of different mixture compositions at any one paver will not be permitted.

- (2) Special Conditions for mixture IL-4.75.
  - a. The surface shall be dry for at least 24 hours, and clean, prior to placement of the mixture.
  - b. Work shall not begin when local conditions indicate rain is imminent.
  - c. The mixture shall be placed only when the temperature in the shade is at least 50 °F (10 °C) and the forecast is for rising temperatures.
  - d. The mixture temperature shall be 310 to 350 °F (155 to 175 °C) and shall be measured in the truck just prior to placement.
  - e. When used as leveling binder, the mixture shall be overlaid within five days of being placed."

Add the following paragraph to the end of Article 406.06(d) of the Standard Specifications:

"The minimum and maximum compacted lift thickness for mixture IL-4.75 shall be 3/4 in. (19 mm) and 1 1/4 in. (32 mm) respectively."

#### Compaction.

Revise Table 1 of Article 406.07 of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA					
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement	
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P <sup>3/</sup>		V <sub>S</sub> , P, T <sub>B</sub> , T <sub>F</sub> , 3W	To the satisfaction of the Engineer.	
Binder and Surface <sup>1/</sup> Level Binder <sup>1/</sup> : (When the density requirements of Article 406.05(c) apply.)	V <sub>D</sub> , P, T <sub>B</sub> , 3W	P <sup>3/</sup>	V <sub>S</sub> , T <sub>B</sub> , T <sub>F</sub>	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).	
Bridge Decks <sup>2/</sup>	Т <sub>в</sub>		T <sub>F</sub>	As specified in Articles: 582.05 and 582.06.	

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One T<sub>B</sub> roller may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A V<sub>D</sub> roller may be used in lieu of the P roller on mixtures containing polymer modified asphalt binder.
- 4/ For mixture IL-4.75, a minimum of two  $T_B$  rollers and one  $T_F$  roller shall be provided. P and V rollers will not be permitted."

#### Basis of Payment.

Add the following paragraph after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-4.75 will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-4.75, N50; and POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-4.75, N50."

#### MULTILANE PAVEMENT PATCHING (BDE)

Effective: November 1, 2002

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

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

# PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004

Revised: January 1, 2007

Add the following to Article 630.02 of the Standard Specifications:

"(g) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department's approved list."

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

Effective: January 1, 2007

Revised: April 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

# "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.

(f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

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

# Max RAP Percentage

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

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

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

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

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

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

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

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

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

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

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

# REFLECTIVE CRACK CONTROL TREATMENT (BDE)

Effective: April 1, 2006

Revised: January 1, 2007

Revise the third sentence of the first paragraph of Article 443.01 of the Standard Specifications to read:

"Strip reflective crack control treatment shall be either System A, B, C, or D at the option of the Contractor."

Add the following to Article 443.02 of the Standard Specifications:

"(c) Hot-Poured Joint Sealer ......1050.02"

Revise Article 443.09 of the Standard Specifications to Article 443.10.

Revise Article 443.10 of the Standard Specifications to Article 443.11.

Add the following Article to the Standard Specifications:

"Article 443.09 Reflective Crack Control System D. The stress relief membrane shall be applied when the surface temperature is a minimum of 50 °F (10 °C) and rising.

- (a) Tack Coat Placement for Membrane. The tack coat shall be applied to the existing surface using one of the following methods.
  - (1) A hand held wand with a nozzle that produces a fan shaped spray to apply the tack coat evenly according to the rate specified by the manufacturer.
  - (2) A hand held wand without a spray nozzle. The tack coat shall be spread with a squeegee according to the rate specified by the manufacturer.

(3) A distributor bar attached to a distributor truck, for longitudinal applications only. The distributor bar nozzles shall be set at 20 degrees to the axis of the bar and the tack coat shall be applied according to the rate specified by the manufacturer. Application of the tack coat directly from a distributor bar attached to a distributor truck will not be permitted for transverse applications.

The maximum width of the tack coat application shall be such that the tack coat extends a maximum 1 1/2 in. (40 mm) on both sides of the stress relief membrane strip.

The use of emulsified asphalts and/or cutbacks is prohibited for use as a tack to bond the stress relief membrane to the existing pavement surface.

(b) Stress Relief Membrane Placement. The open grid woven polyester side of the material shall be placed up with the nonwoven side placed into the tack. The stress relief membrane shall be centered over the crack or joint on the existing surface and with a minimum of 6 in. (150 mm) of the membrane extending beyond the edges of the joint.

The material shall be laid smooth with no uplifted edges. The stress relief membrane shall be placed and rolled immediately with a riding static drum roller or a rubber tire roller. A maximum of three minutes shall pass between the first and second rolling efforts.

The stress relief membrane shall be butted where transverse and longitudinal joints meet or where two rolls must be joined. When required, the stress relief membrane shall be cut with a razor knife from the woven polyester side.

The stress relief membrane shall be placed at least two hours in advance of paving operations. If application must immediately precede the paving operation, hot-poured joint sealer may be required as a tack coat to bond the stress relief membrane to the existing surface.

- (c) Traffic Exposure. Exposing the membrane to traffic shall be minimized. Small amounts of washed sand may be used to blot excess asphalt cement tack coat when necessary to facilitate movement of traffic or construction equipment over the membrane prior to placement of the overlay. Damaged membranes shall be removed and replaced.
- (d) Paving Tack Coat/Paving. Paving operations shall only begin when the membrane is thoroughly bonded to the existing surface. The membrane may be exposed to moisture and rain prior to the application of the overlay, however, the stress relief membrane must be dry at the time the overlay is placed.

A slow-set emulsified asphalt paving tack coat (such as SS-1, SS-1h, CSS-1, or CSS-1h) shall be applied prior to paving over the membrane. Cutback asphalts shall not be used. Hot-mix asphalt or dry washed sand may be placed ahead of the paver if the membrane is sticking to the tires of the paving equipment. The minimum asphalt overlay thickness (total) shall be 2 in. (50 mm) compacted.

Add the following Article to the Standard Specifications:

"**1062.04 Reflective Crack Control System D.** The stress relief membrane shall be 36 in. (900 mm) wide and 0.15 in. (4 mm) thick and shall be a system of materials manufactured in a composite three layer fashion with the following properties.

Stress Relief Membrane				
Property	Value	Test Method		
Cold Flex	No cracking or separation of fabric	ASTM D 146 (modified)		
Tensile Strength (Peak)	4,000 psi (700 N/mm) min.	ASTM D 412 (modified)		
Elongation (at Peak Tensile)	10% min.	ASTM D 412 (modified)		
Weight	0.76 lbs/sq ft (3.7 kg/sq m)			
Density (mastic)	69 lbs/cu ft (1100 kg/cu m) min.	ASTM D 70		
Thickness	0.15 in. (4 mm)	ASTM E 154-93 Subsection 10.0		
		ASTM D 1790		
Absorption (mastic)	1 % max.	ASTM D 517		
Brittleness	Passes	ASTM D 517		
Softening Point (mastic)	220 °F (104 °C)	ASTM D 36		

The bottom layer of the composite shall be a low strength, nonwoven, geotextile and shall be according to AASHTO M 288-92. The bottom geotextile shall be designed to fully bond with the existing pavement with the help of a tack coat. It shall be capable of accommodating sufficiently large stresses at the joint/crack without breaking its bond with the slab. The middle layer of the composite shall be a viscoelastic membrane designed to prevent water entry into the pavement through the cracks and/or joints in the pavement. It also acts as a stress absorbing member interlayer between the overlay and the underlying pavement. The top layer shall be a high strength woven geotextile with a tensile strength of 4,000 psi (700 N/mm) at five percent strain according to ASTM D 4595. The top geotextile shall be designed to fully bond with the overlay and provide high stiffness and reinforcement to the overlay.

The stress relief membrane shall be stored in an inside enclosure with temperatures not exceeding 120 °F (49 °C). Any material that becomes wet prior to installation shall be removed from the jobsite and discarded.

The grade of asphalt binder tack coat shall be PG 64-22, PG 58-28, or PG 52-28 and shall meet the requirements of Article 1032.05.

Emulsified asphalt for tack coat shall be SS-1, SS-1h, CSS-1h, CSS-1h, CSS1hP, or SS-1hP and shall meet the requirements of Article 1032.06.

The manufacturer shall furnish a certification with each shipment of stress relief membrane, stating the amount of product furnished, and that the material complies with these requirements."

## **REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)**

Effective: April 1, 2007

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

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

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

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

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

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

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

#### SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

	"Table 1 - SEEDING MIXTURES			
	Class – Type	Seeds	lb/acre (kg/hectare)	
2	Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)	
2A	Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"	

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

		TA	BLE II			
	Hard		Pure		Secondary *	
	Seed	Purity	Live	Weed	Noxious Weeds	
	%	%	Seed %	%	No. per oz (kg)	
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Audubon Red Fescue	0	97	82	0.10	3 (105)	-
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	0	98	83	0.10	2 (70)	
Fults Salt Grass	0	98	85	0.10	2 ( 70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 ( 70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Rescue 911 Hard Fescue	0	97	82	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/"

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

# STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

#### Revised: January 1, 2007

Revise the first paragraph of Article 1006.25 of the Standard Specifications to read:

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. Guardrails shall be Class A, with Type II coatings. The weight (mass) of the galvanized coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The overall combined weight (mass) of the coating on both sides shall meet or exceed 4.00 oz/sq ft (1220 g/sq m). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail. The minimum average thickness for each side shall be 3.1 mils (79  $\mu$ m)."

# SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

# SURFACE TESTING OF PAVEMENTS (BDE)

Effective: April 1, 2002

Revised: January 1, 2007

#### Hot-Mix Asphalt (HMA) Overlays

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Test Equipment ......1101.10"

Revise Article 406.11 of the Standard Specifications to read:

"406.11 Surface Tests. The finished surface of the pavement shall be tested for smoothness within three days of paving. Testing shall be performed in the presence of the Engineer.

Prior to testing, a copy of the approval letter and recorded settings from the Profile Equipment Verification (PEV) Program shall be submitted to the Engineer; and all objects and debris shall be removed from the pavement.

- (a) Test Sections/Equipment.
  - (1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed greater than 45 mph. These sections shall be tested using a profile testing device.
  - (2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed of 45 mph or less. These sections shall be tested using a profile testing device.
  - (3) Miscellaneous Pavement. Miscellaneous pavement shall consist of:
    - pavement on horizontal curves with a centerline radius of curvature of less than or equal to 1000 ft (300 m) and pavement within the superelevation transition of such curves;
    - b. pavement on vertical curves having a length of less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grades greater than or equal to three percent, as may occur on urban ramps or other constricted-space facilities;
    - c. the first or last 15 ft (4.5 m) of a pavement section where the Contractor is not responsible for the adjoining surface;
    - d. intersections;
    - e. variable width pavements;
    - f. side street returns;
    - g. crossovers;
    - h. connector pavement from mainline pavement expansion joint to the bridge approach pavement;
    - i. bridge approach pavement; and
    - j. other miscellaneous pavement surfaces (i.e. a turn lane) as determined by the Engineer.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge set to a 3/8 in. (10 mm) tolerance.

- (b) Lots/Sublots. Mainline pavement test sections will be divided into lots and sublots.
  - (1) Lots. A lot will be defined as a continuous strip of pavement 1 mile (1600 m) long and one lane wide. When the length of a continuous strip of pavement is less than 1 mile (1600 m), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length.
  - (2) Sublots. Lots will be divided into 0.1 mile (160 m) sublots. A partial sublot greater than or equal to 250 ft (76 m) resulting from an interruption in the pavement will be subject to the same evaluation as a whole sublot. Partial sublots less than 250 ft (76 m) shall be included with the previous sublot for evaluation purposes.
- (c) Testing Procedure. One wheel track shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to the edge of the lane away from traffic. A guide shall be used to maintain the proper distance.

The profile trace generated shall have stationing indicated every 500 ft (150 m) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the data was collected, and the device operator name(s). The top portion of the Department supplied form, "Profile Report of Pavement Smoothness" shall be completed and secured around the trace roll.

Although surface testing of intermediate lifts will not be required, they may be performed at the Contractor's option. When this option is chosen, the testing shall be performed and the profile traces shall be generated as described above.

The Engineer may perform his/her own testing at any time for monitoring and comparison purposes.

(d) Trace Reduction and Bump Locating Procedure. All traces shall be reduced. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and computer software. This software shall calculate the profile index of each sublot in in./mile (mm/km) and indicate any high points (bumps) in excess of 0.30 in. (8 mm) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

The profile index of each track, average profile index of each sublot, average profile index of the lot and locations of bumps shall be recorded on the form.

All traces and reports shall be provided within two working days of completing the testing to the Engineer for the project file. Traces from either a computerized profile testing device or analysis software used with a manual profile testing device shall display the settings used for the data reduction. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

The Engineer will use the results of the testing to evaluate paving methods and equipment. If the average profile index of a lot exceeds 40.0 in./mile (635 mm/km) for high-speed mainline pavement or 65.0 in./mile (1025 mm/km) for low-speed mainline pavement, the paving operation will be suspended until corrective action is taken by the Contractor.

- (e) Corrective Work. All bumps in excess of 0.30 in. (8 mm) in a length of 25 ft (8 m) or less shall be corrected. If the bump is greater than 0.50 in. (13 mm), the pavement shall be removed and replaced. The minimum length of pavement to be removed shall be 3 ft (900 mm).
  - (1) High-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 30.0 to 40.0 in./mile (475 to 635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) or less on each trace. Any sublot having a profile index greater than 40.0 in./mile (635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) or less on each trace, or replaced at the Contractor's option.
  - (2) Low-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 45.0 to 65.0 in./mile (710 to 1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace. Any sublot having a profile index greater than 65.0 in./mile (1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace, or replaced at the Contractor's option.
  - (3) Miscellaneous Pavement. Surface variations which exceed the 3/8 in. (10 mm) tolerance will be marked by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed using either an approved grinding device consisting of multiple saws or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the profile tracing(s) and the completed form(s) to the Engineer within two working days after corrections are made. If the profile index and/or bumps still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at no additional cost to the Department.

(f) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of mainline pavement, per the Smoothness Assessment Schedule. Assessments will be based on the average profile index of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the sublot. For sublots that are replaced, assessments will be based on the profile index determined after replacement. Assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.

SMOOTHNESS ASSESSMENT SCHEDULE (HMA Overlays)			
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot		
6.0 (95) or less	15.0 (240) or less	+\$150.00	
>6.0 (95) to 10.0 (160)	>15.0 (240) to 25.0 (400)	+\$80.00	
>10.0 (160) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+\$0.00	
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00	
Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$300.00	

Smoothness assessments will not be applied to miscellaneous pavement sections."

#### Hot-Mix Asphalt (HMA) Pavement (Full-Depth)

Revise Article 407.09 of the Standard Specifications to read:

"**407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

SMOOTHNESS ASSESSMENT SCHEDULE (Full-Depth HMA)				
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)Assessment per sublot				
6.0 (95) or less		+\$800.00		
>6.0 (95) to 11.0 (175)	15.0 (240) or less	+\$550.00		
>11.0 (175) to 17.0 (270)	>15.0 (240) to 25.0 (400)	+\$350.00		
>17.0 (270) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+\$0.00		
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00		
Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$500.00"		

Delete the third paragraph of Article 407.12 of the Standard Specifications.

# Portland Cement Concrete Pavement

Revise Article 420.10 of the Standard Specifications to read:

"**420.10 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The finished surface of the pavement shall be tested for smoothness once the pavement has attained a flexural strength of 550 psi (3800 kPa) or a compressive strength of 3000 psi (20,700 kPa).

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.18 at no additional cost to the Department.

For pavement that is corrected by removal and replacement, the minimum length to be removed shall meet the requirements of either Class A or Class B patching.

SMOOTHNESS ASSESSMENT SCHEDULE (PCC)			
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)Assessm per subl			
6.0 (95) or less		+\$1200.00	
>6.0 (95) to 11.0 (175)	15.0 (240) or less	+\$950.00	
>11.0 (175) to 17.0 (270)	>15.0 (240) to 25.0 (400)	+\$600.00	
>17.0 (270) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+\$0.00	
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+\$0.00	
Greater than 40.0 (635)	Greater than 65.0 (1025)	-\$750.00"	

Delete the fourth paragraph of Article 420.20 of the Standard Specifications.

#### **Testing Equipment**

Revise Article 1101.10 of the Standard Specifications to read:

"**1101.10 Pavement Surface Test Equipment.** Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor.

- (a) 16 ft (5 m) Straightedge. The 16 ft (5 m) straightedge shall consist of a metal I-beam mounted between two wheels spaced 16 ft (5 m) between the axles. Scratcher bolts which can be easily and accurately adjusted, shall be set at the 1/4, 1/2, and 3/4 points between the axles. A handle suitable for pushing and guiding shall be attached to the straightedge.
- (b) Profile Testing Device. The profile testing device shall have a decal displayed to indicate it has been tested through the Profile Equipment Verification (PEV) Program administered by the Department.
  - (1) California Profilograph. The California Profilograph shall be either computerized or manual and have a frame 25 ft (8 m) in length supported upon multiple wheels at either end. The profile shall be recorded from the vertical movement of a wheel attached to the frame at mid point.

The California Profilograph shall be calibrated according to the manufacturer's recommendations and California Test 526. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(2) Inertial Profiler. The inertial profiler shall be either an independent device or a system that can be attached to another vehicle using one or two non-contact sensors to measure the pavement profile. The inertial profiler shall be capable of performing a simulation of the California Profilograph to provide results in the Profile Index format.

The inertial profiler shall be calibrated according to the manufacturer's recommendations. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(3) Trace Analysis. The Contractor shall reduce/evaluate these traces using a 0.00 in. (0.0 mm) blanking band and determine a Profile Index in in./mile (mm/km) for each section of finished pavement surface. Traces produced using a computerized profile testing device will be evaluated without further reduction. When using a manual profile testing device, the Contractor shall provide an electronic scanner, a computer, and software to reduce the trace. All analysis equipment (electronic scanner, computerized recorder, etc.) shall be able to accept 0.00 in. (0.0 mm) for the blanking band.

All traces from pavement sections tested with the profile testing device shall be recorded on paper with scales of 300:1 longitudinally and 1:1 vertically. Equipment and software settings of the profile testing device and analysis equipment shall be set to those values approved through the PEV Program.

The Engineer may retest the pavement at any time to verify the accuracy of the equipment."

# THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

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

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a highgrade pure (minimum 93 percent) titanium dioxide (Ti0<sub>2</sub>). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

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

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

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

White:Daylight Reflectance .....75 percent min.\*Yellow:Daylight Reflectance .....45 percent min.

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

х	0.490	0.475	0.485	0.530
y	0.470	0.438	0.425	0.456"

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

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

FAP 646 (IL 40) Project F-0646 (064) Section 126RS-5, 130-1RS-2, 130-2RS-4 Peoria County Contract 68056 The cycle shall consist of four hours UV exposure at 122 °F (50 °C) followed by four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

#### TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Revised: January 2, 2007

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

<u>METHOD OF MEASUREMENT</u> The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

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

Effective: November 2, 2006

<u>Description</u>. For projects with at least 1200 tons (1100 metric tons) of work involving applicable bituminous materials, cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

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

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

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

Where: CA = Cost Adjustment, \$.

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

- $%AC_V =$  Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC<sub>V</sub> will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC<sub>V</sub> and undiluted emulsified asphalt will be considered to be 65% AC<sub>V</sub>.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

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

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

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

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

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

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

Return With Bid

# ILLINOIS DEPARTMENTOPTION FOROF TRANSPORTATIONBITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract N	No.:			
Company	Name:			
Contracto	r's Option:			
Is your con	npany opting to inclue	de this special provision	as part of the contract?	
	Yes	No 🗌		
Signature	:		Date:	

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

Effective: April 2, 2004

Revised: April 1, 2007

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

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

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

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

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

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

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

- Q = quantity of steel incorporated into the work, in lb (kg)
- D = price factor, in dollars per lb (kg)

 $D = CBP_M - CBP_L$ 

Where:  $CBP_M =$  The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg). CBP<sub>L</sub> = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

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

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

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

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

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

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

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

FAP 646 (IL 40) Project F-0646 (064) Section 126RS-5, 130-1RS-2, 130-2RS-4 Peoria County Contract 68056

Attachment

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

FAP 646 (IL 40) Project F-0646 (064) Section 126RS-5, 130-1RS-2, 130-2RS-4 Peoria County Contract 68056

Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR STEEL COST ADJUSTMENT

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

Contract No.:					
Company Name:					-
Contractor's Option	<u>n</u> :				
ls your company opt	ing to include	this spe	cial provi	vision as part of the contract plans?	
Yes		No			
Signature:				Date:	_

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

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

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

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

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

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

#### **II. NONDISCRIMINATION**

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

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

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

b. The contractor will accept as his operating policy the following statement:

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

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

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

Page 1

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

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

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

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

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

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

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

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

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

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

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

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

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

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

a. The records kept by the contractor shall document the following:

 The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

#### **III. NONSEGREGATED FACILITIES**

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

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

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

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

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

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

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

# 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

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

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

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

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

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

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

#### b. Trainees:

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

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

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

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

#### c. Helpers:

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

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

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

#### 6. Withholding:

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

#### 7. Overtime Requirements:

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

#### 8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

#### V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

or program described in Section 1(b)(2)(B) of the Davis Bacon

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

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

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

 that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

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

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

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

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

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

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

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

### VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he 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 form 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 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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

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

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

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

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

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

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

#### 2. Instructions for Certification - Lower Tier Covered Transactions:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### 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.

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# 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.

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# 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 <u>http://www.dot.il.gov/desenv/delett.html</u>.

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

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

The instructions for subscribing are at http://www.dot.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.