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

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 the bidder check IDOT's website at http://www.dot.il.gov/desenv/delett.html before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL 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 <u>Timothy.Garman@illinois.gov</u>.

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 or revision could result in a bid being rejected as irregular.

Proposal Submitted By

| 150 |
|-----|
|-----|

| Name | |
|------|--|
|------|--|

Address

City

Letting March 6, 2009

NOTICE TO PROSPECTIVE BIDDERS

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

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

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



Springfield, Illinois 62764

Contract No. 60F69 **WILL County** Section 15T-1 **District 1 Construction Funds** Route FAP 349

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included.

Prepared by

S

Checked by Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

Contract No. 60F69 WILL County Section 15T-1 Route FAP 349 District 1 Construction Funds

Removal of the existing structure and replacement with a double, 7' X 3' precast concrete box culvert carrying US 30 over ditch located in Wheatland Township (SN 099-0508).

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.

NUMBER 5 BELOW DOES NOT APPLY TO SMALL BUSINESS SET-ASIDES

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:

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

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

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

| The amount of the proposal guaranty check is | \$(|). If this proposal is accepted |
|--|-------------------------|--|
| and the undersigned shall fail to execute a contract bond as required herein, it is hereby | agreed that the amoun | t 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 caus | ses suffered by the State because of the |
| failure to execute said contract and contract bond; otherwise, the bid bond shall becom | ne 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 p of the proposal guaranties which would be required for each individual proposal. state below where it may be found. | | | | | |
| The proposal guaranty check will be found in the proposal for: | Item | | | | |
| Sectio | n No | | | | |
| с | ounty | | | | |

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 | | Combinatio | 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

C-91-215-09 State Job # -PPS NBR -1-77242-0002 WILL--County Name -Code -197 - -District -1 - -

Section Number -15T-1

ltem Unit of Number **Total Price** Measure **Unit Price** Pay Item Description Quantity Х = XX006937 GROUND ROD 5/8 X 10 EACH 2.000 XX007025 COARSE AGR BACKFIL SP CU YD 310.000 SQ FT 50.000 X0322256 TEMP INFO SIGNING X0323002 TEMP ELECT SERV CONN EACH 1.000 EACH X0323003 TEMP ELECT SERV INST 1.000 X0323988 TEMP SOIL RETEN SYSTM SQ FT 245.000 X0324304 REM TEMP WD POLE SALV EACH 4.000 X0325265 REMOVE ELEC SERVICE EACH 1.000 X0325553 TEMP WP 60 CL 4 20 MA EACH 3.000 EACH X0325867 COMB POL MT EL SVC BX 1.000 X0325878 TRAF SIG WP 60FT CL 4 EACH 4.000 EACH 3.000 X0326319 TEMP LUM SV HM 400 2D L SUM X8410118 MAINT TEMP LIGHT SYS 1.000 L SUM Z0013798 CONSTRUCTION LAYOUT 1.000 CU YD 20200100 EARTH EXCAVATION 116.000

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Route

Project Number

C-91-215-09 State Job # -PPS NBR -1-77242-0002 County Name -WILL--Code -197 - -District -1 - -

Section Number - 15T-1

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|----------------------|--------------------|----------|---|------------|---|-------------|
| 20201200 | REM & DISP UNS MATL | CU YD | 115.000 | | | | |
| 21101815 | COMPOST F & P 4 | SQ YD | 44.000 | | | | |
| 25000310 | SEEDING CL 4 | ACRE | 0.100 | | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 1.000 | | | | |
| 25000500 | PHOSPHORUS FERT NUTR | POUND | 1.000 | | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 1.000 | | | | |
| 25100630 | | SQ YD | 44.000 | | | | |
| 28000250 | | POUND | 1.000 | | | | |
| 28000300 | | EACH | 2.000 | | | | |
| 28000400 | | FOOT | 60.000 | | | | |
| | | | | | | | |
| 28100107 | STONE RIPRAP CL A4 | SQ YD | 26.000 | | | | |
| 28200200 | | SQ YD | 48.000 | | | | |
| 40600200 | BIT MATLS PR CT | TON | 1.000 | | | | |
| 44201771 | CL D PATCH T4 10 | SQ YD | 140.000 | | | | |
| 50100100 | REM EXIST STRUCT | EACH | 1.000 | | | | |

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Route

Project Number

C-91-215-09 State Job # -PPS NBR -1-77242-0002 County Name -WILL--Code -197 - -District -1 - -

Section Number - 15T-1

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| 50000400 | | | | | 011111100 | | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 140.000 | | | | |
| 50300300 | PROTECTIVE COAT | SQ YD | 11.000 | | | | |
| 50800105 | REINFORCEMENT BARS | POUND | 1,975.000 | | | | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 106.000 | | | | |
| 51500100 | NAME PLATES | EACH | 1.000 | | | | |
| 54003000 | CONC BOX CUL | CU YD | 25.700 | | | | |
| 54010703 | PCBC 7X3 | FOOT | 92.000 | | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 | | | | |
| 70100100 | TRAF CONT-PROT 701316 | EACH | 1.000 | | | | |
| 70100450 | TRAF CONT-PROT 701201 | L SUM | 1.000 | | | | |
| 70101800 | TRAF CONT & PROT SPL | L SUM | 1.000 | | | | |
| 70103815 | TR CONT SURVEILLANCE | CAL DA | 5.000 | | | | |
| 70106500 | TEMP BR TRAF SIGNALS | EACH | 1.000 | | | | |
| 70106700 | TEMP RUMBLE STRIP | EACH | 6.000 | | | | |
| 70106800 | CHANGEABLE MESSAGE SN | CAL MO | 3.000 | | | | |

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Route

Project Number

C-91-215-09 State Job # -PPS NBR -1-77242-0002 County Name -WILL--Code -197 - -District -1 - -

Section Number - 15T-1

| ltem Number | Pay Item Description | Unit of Measure | Quantity | x | Unit Price | = | Total Price |
|----------------|-----------------------|--------------------|-----------|---|------------|---|-------------|
| 70300520 | PAVT MARK TAPE T3 4 | FOOT | 1,986.000 | | | | |
| 70300660 | TEMP PT PVT M LINE 24 | FOOT | 26.000 | | | | |
| 70400100 | TEMP CONC BARRIER | FOOT | 418.000 | | | | |
| 78000200 | THPL PVT MK LINE 4 | FOOT | 206.000 | | | | |
| 78100100 | RAISED REFL PAVT MKR | EACH | 4.000 | | | | |
| 78200200 | BIDIR PRIS BAR REFL | EACH | 17.000 | | | | |
| 78200500 | BARRIER WALL MARKERS | EACH | 42.000 | | | | |
| 78300100 | PAVT MARKING REMOVAL | SQ FT | 40.000 | | | | |
| 78300200 | RAISED REF PVT MK REM | EACH | 3.000 | | | | |
| 81800320 | A CBL 3-1C4 MESS WIRE | FOOT | 510.000 | | | | |
| 83057350 | LT P WD 60 CL 4 | EACH | 1.000 | | | | |
| 84100110 | REM TEMP LIGHT UNITS | EACH | 4.000 | | | | |
| | | | | | | | |

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Route

CONTRACT NUMBER

60F69

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 \$171,000.00. Sixty percent of the salary is \$102,600.00.

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 state or local government. No corporation shall be barred from contracting with any unit of state or local government. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

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

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.

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

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

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

M. Disclosure of Business Operations in Iran

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

/___/ Company has business operations in Iran as disclosed the attached document.

N. Registration with the State Board of Elections.

Public Act 95-0971, amending the Illinois Procurement Code, 30 ILCS 500, adding new sections 20-160 and 50-37, and Executive Order 3 (2008) establish new requirements affecting contributions that contractors, consultants, vendors and bidders, including affiliated persons and entities, may make to state officeholders, declared candidates for state offices and political organizations established to benefit such officeholders and candidates. These provisions do not apply to federal-aid contracts.

By submission of a bid, the bidder acknowledges and agrees that it has read and understands the requirements of PA 95-0971 and Executive Order 3 (2008), including but not limited to, all reporting requirements and all restrictions on soliciting and making contributions to state officeholders, declared candidates for state offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. In addition, the bidder makes the following certifications:

(1) As to Executive Order 3 (2008), the bidder certifies that no contribution will be made that would violate the order, and that the bidder will report all contributions as required by the order.

(2) As to PA 95-0971, the bidder shall check either of the following certifications that apply:

/___/ The bidder is not required to register as a business entity with the State Board of Elections.

/___/ The bidder has registered as a business entity with the State Board of Elections, and acknowledges a continuing duty to update the registration as required the Act. <u>A copy of the time-stamped certificate of registration is enclosed with the bid. The Department will not award this contract without the submission of a certificate of registration.</u>

In accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, this certification shall be part of the contract. Compliance with PA 95-0971 and Executive Order 3 (2008) is a material part of the contract and any breach shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code.

Illinois Department of Transportation Qualification and Equipment Inventory Certification Form

The undersigned authorized representative of Bidder certifies that the attached qualification information provided to the Department is true and correct, and that it is submitted with the understanding that the Department will use and rely upon the accuracy and currency of the information in the evaluation of Bidder's responsibility for award of this public contract.

| Bidding Organization | | | | | |
|----------------------|-----------|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| Signature | Date | | | | |
| Printed Name | Title | | | | |
| Address | | | | | |
| City/State | Zip Code | | | | |
| Telephone | Facsimile | | | | |
| E-mail | | | | | |

Bidders that are currently prequalified by the Department are cautioned that they must complete these forms.

PART I Business and Directory Information

| (a) | Name of business (official name and assumed names): |
|-----|--|
| (b) | Business headquarters: Address: Tolophono: |
| | Telephone: Facsimile: |
| (c) | Billing address: |
| (d) | Type of organization (Sole Proprietor, Corporation, Partnership, etc. – should be the same as on the Taxpayer ID form Part V): |
| (e) | State of incorporation, State of formation or State of organization: |
| (f) | If a division or subsidiary of another organization provide the name and address of the parent: |
| (g) | Businesses are affiliates when either one directly or indirectly controls or has the power to control the other, or, when a third party or parties controls or has the power to control both. In determining whether concerns are independently owned and operated and whether affiliation exists, consideration will be given to all appropriate factors, including the use of common facilities, common ownership and management and contractual arrangements. Identify all affiliated businesses and companies: |
| (h) | Description of business: |
| (i) | Length of time in business: |
| (j) | Number of full-time employees (average from most recent Fiscal Year): |
| (k) | Total annual sales and receipts for the most recently completed Fiscal Year including any parent and all related and affiliated organizations (tax returns for the relevant year may be required for verification): |
| (I) | Name and title of all officers/managers: |
| (m) | Identify and specify the location(s) and telephone numbers of the major offices and other facilities that would relate to performance under the terms of the contract if awarded: |
| | |

(n) Identify accounting firm:

- (o) The successful business will be required to register to do business in Illinois. If already registered, provide the date of the registration to do business in Illinois and the name of the registered agent in the State:
- (p) Business web site:

- (q) Is this business currently prequalified by the Department of Transportation? If yes, list all work ratings issued:
- (r) Has this business performed contracts awarded by the Department as prime contractor? If yes, list the three most recent: _____
- (s) Has this business participated as a subcontractor under contracts awarded by the Department? If yes, list the three most recent identifying the prime contractor:

PART II References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the Department, that can attest to your experience and ability to perform the work of the contract for which this bid is submitted. Bidders that have current work ratings issued by the Prequalification Section need only list references for this contract if more than 50% of the work as determined by the advertised quantities is not covered by an issued work rating.

| (1) | Government Agency (Name) | : | | | | | | | |
|-----|--|---------------------|--|--|--|--|--|--|--|
| | Contact Person Name: | | | | | | | | |
| | | | | | | | | | |
| | | E-mail Address: | | | | | | | |
| | Types of services provided and dates provided: | | | | | | | | |
| | | | | | | | | | |
| (2) | Governmental Agency (Nam | e): | | | | | | | |
| | Contact Person Name: | | | | | | | | |
| | Address: | | | | | | | | |
| | Phone: | E-mail Address: | | | | | | | |
| | Types of services provided and dates provided: | | | | | | | | |
| | | | | | | | | | |
| (3) | Private Firm (Name): | | | | | | | | |
| . , | Contact Person Name: | | | | | | | | |
| | | | | | | | | | |
| | | E-mail Address: | | | | | | | |
| | Types of services provided and dates provided: | | | | | | | | |
| | | | | | | | | | |
| (4) | Private Firm (Name): | | | | | | | | |
| | Contact Person Name: | | | | | | | | |
| | | | | | | | | | |
| | | E-mail Address: | | | | | | | |
| | Types of services provided a | ind dates provided: | | | | | | | |
| | | | | | | | | | |

PART III Equipment Inventory

List all the equipment that will be used to performing the services required in this contract.

| YEAR | MAKE | MODEL | ID# | CAPACITY | COMPLETE DESCRIPTION |
|------|------|-------|-----|----------|----------------------|
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- a. Is the above equipment owned by the company and presently in the firm's equipment inventory?
 (Do not include any proposed subcontractor equipment on this form)
- b. If not owned, how will the equipment be obtained within the required time in the event of award?

PART IV Department of Human Rights (DHR) Public Contract Number

If the bidder has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this invitation for bids, the bidder must have a current Public Contract Number or have proof of having submitted a completed application for one <u>prior</u> to the letting date. If the Department cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A):

DHR Public Contracts Number:

| (C | heck | if applicab | ole) The nui | mber is | not | required I | because | the company | has emplo | yed |
|--------|--------|--------------|--------------|---------|-----|------------|---------|-------------|-----------|-----|
| 14 o | r less | full-time | employees | during | the | 365-day | period | immediately | preceding | the |
| public | ation | of this invi | tation. | | | | | | | |

IF NUMBER HAS NOT YET BEEN ISSUED:

Date completed application was submitted to DHR:

Date of Expiration:

PART V Taxpayer Identification Number

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- 3. I am a U.S. person (including a U.S. resident alien).

Name (Printed):

Taxpayer Identification Number:

| Social Security Number | |
|--------------------------------------|-----------------|
| or Employer Identification Number | |
| | |
| Legal Status (check one): | |
| Individual | Governmental |
| Sole Proprietorship | Estate or Trust |
| Partnership/Legal Corporation | Other |
| Tax-exempt | |

PART VI Information Regarding Terminations, Litigation, Suspension and Debarment

- 1. During the last five (5) years, has the Bidder had a contract for services terminated for any reason? ______ If so, provide full details related to the termination._____
- 2. During the last (5) years, describe any damages or penalties or anything of value traded or given up by the Bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this invitation and the contemplated Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Bidder.
- 3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- 4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Bidder to perform the required services. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

| | (Bidding Company) | |
|---|--|------|
| | | |
| - | Signature of Authorized Representative | Date |

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

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 \$102,600.00? YES <u>NO</u>
- Does anyone in your organization receive more than \$102,600.00 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 \$102,600.00? YES ____ NO ___

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

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. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

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

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

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

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 No___

| Contractor Name | | | |
|---|--|---|---|
| Legal Address | | | |
| City, State, Zip | | | |
| Telephone Number | | Email Address | Fax Number (if available) |
| (30 ILCS 500). Vendo and potential conflict of the publicly available ended contracts. A satisfaction of the red 1. Disclosure of Fir terms of ownership o \$102,600.00 (60% of separate Disclosure | rs desiring to enter into of interest information as contract file. This Forn publicly traded comp quirements set forth in <u>DISCLOSU</u> nancial Information. The r distributive income shat the Governor's salary a Form A for each indiv | a contract with the State specified in this Disclosu in A must be completed f any may submit a 10K Form A. <u>See Disclosur</u> JRE OF FINANCIAL IN the individual named below are in excess of 5%, or an as of 7/1/07). (Make copie vidual meeting these reco | NFORMATION w has an interest in the BIDDER (or its parent) n interest which has a value of more than es of this form as necessary and attach a |
| NAME: | type or print information | on) | |
| ADDRESS | | | |
| | ship/distributable incom | | |
| stock | sole proprietorship | Partnership | other: (explain on separate sheet): |
| | tantial Qualitate of late | | |

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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ____No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes No

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60 % of the Governor's salary as of 7/1/07) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes <u>No</u>

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

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

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

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

Yes No

APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Representative

Date

NOT APPLICABLE STATEMENT

I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.

This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.

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 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 CHECKED

| Signature of Authorized Representative | Date |
|--|------|
| | |

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 60F69 WILL County Section 15T-1 Route FAP 349 District 1 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights #_____

Name of Bidder:

PART II. WORKFORCE PROJECTION

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

Duration of Project: __

| INTRODUCTOR TRAINERS TRAINES TO CONTRACT JOB TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL M F | TOTAL Workforce Projection for Contract | | | | | | | | | | | | (| CURRENT TO BE | | IPLOYEE | S | | |
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| CLERICAL Image: CLERICAL Image | SUPERVISORS | | | | | | | | | | | | | | | | | | |
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| IRONWORKERS Image: Constraint of the second of the secon | MECHANICS | | | | | | | | | | | | | | | | | | |
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| PIPEFITTERS, PLUMBERS I <th< td=""><td>CEMENT MASONS</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></th<> | CEMENT MASONS | | | | | | | | | | | | | | | | | | |
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| LABORERS, SEMI-SKILLED I <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></t<> | | | | | | | | | | | | | | | | | | | |
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| UNSKILLED Image: Constraint of the second | | | | | | | | | | | | | | | | | | | |
| TABLE C TOTAL Training Projection for Contract FOR DEPARTMENT USE ONLY EMPLOYEES TOTAL *OTHER IN EMPLOYEES BLACK HISPANIC MINOR. TRAINING M F M F M F | | | | | | | | | | | | | | | | | | | |
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| | 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 page 2

BC 1256 (Rev. 12/11/07)

Contract No. 60F69 WILL County Section 15T-1 Route FAP 349 **District 1 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) employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____

Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature:

_____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

- Include both the number of employees that would be hired to perform the contract work and the total number currently employed Table A -(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 (Rev. 12/11/07)

Contract No. 60F69 WILL County Section 15T-1 Route FAP 349 District 1 Construction Funds

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of

| (IF AN INDIVIDUAL) | Signature of Owner | |
|---|--------------------|--|
| | Business Address | |
| | | |
| | | |
| | Firm Name | |
| | Ву | |
| (IF A CO-PARTNERSHIP) | Business Address | |
| | | |
| | | Name and Address of All Members of the Firm: |
| - | | |
| - | | |
| | | |
| | | |
| | Ву | Signature of Authorized Representative |
| | | <u> </u> |
| (IF A CORPORATION) | | Typed or printed name and title of Authorized Representative |
| | | O imster |
| (IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE | | Signature |
| SECOND PARTY SHOULD SIGN BELOW) | Business Address | |
| | | |
| | Corporate Name | |
| | | |
| | Бу | Signature of Authorized Representative |
| | | |
| (IF A JOINT VENTURE) | | Typed or printed name and title of Authorized Representative |
| | Attest | Signature |
| | Business Address | |
| | Dusiness Audiess | |

THE PROPOSAL BID BOND IS NOT APPLICABLE TO SMALL BUSINESS SET-ASIDES

| Illinois Departmen of Transportation | ıt |
|---|----|
|---|----|

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

| Ŭ | | Item No. | |
|---------------------|----------------------|----------|----------------|
| KNOW ALL MEN BY THE | SE PRESENTS, That We | | |
| as PRINCIPAL, and | | | |
| | | | as SURETY, are |

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

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

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

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

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

| PRINCIPAL | SURETY |
|--|---|
| (Company Name) | (Company Name) |
| By: | By: |
| By:(Signature & Title) | By: (Signature of Attorney-in-Fact) |
| STATE OF ILLINOIS, COUNTY OF | Notary Certification for Principal and Surety |
| | , a Notary Public in and for said County, do hereby certify that |
| a | d |
| (Insert names of ir | lividuals signing on behalf of PRINCIPAL & SURETY) |
| | persons whose names are subscribed to the foregoing instrument on behalf of ay in person and acknowledged respectively, that they signed and delivered said and purposes therein set forth. |
| Given under my hand and notarial seal this | day of, A.D |
| My commission expires | |
| | Notary Public |

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

PROPOSAL ENVELOPE



PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Submitted By:

| ame: | |
|----------|--|
| ddress: | |
| | |
| | |
| hone 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. 60F69 WILL County Section 15T-1 Route FAP 349 District 1 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., March 6, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 60F69 WILL County Section 15T-1 Route FAP 349 District 1 Construction Funds

Removal of the existing structure and replacement with a double, 7' X 3' precast concrete box culvert carrying US 30 over ditch located in Wheatland Township (SN 099-0508).

- 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, Secretary

BD 351 (Rev. 01/2003)

INDEX

FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

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

SUPPLEMENTAL SPECIFICATIONS

| Std. Spec. | Sec. Pac | ge No. |
|------------|---|--------|
| 201 | Clearing, Tree Removal, and Protection | |
| 205 | Embankment | |
| 251 | Mulch | |
| 253 | Planting Woody Plants | 4 |
| 280 | Temporary Erosion Control | 6 |
| 443 | Reflective Crack Control Treatment | |
| 502 | Excavation for Structures | |
| 503 | Concrete Structures | |
| 504 | Precast Concrete Structures | |
| 505 | Steel Structures | |
| 540 | Box Culverts | 14 |
| 581 | Waterproofing Membrane System | 15 |
| 633 | Removing and Reerecting Guardrail and Terminals | |
| 669 | Removal and Disposal of Regulated Substances | 17 |
| 672 | Sealing Abandoned Water Wells | 18 |
| 701 | Work Zone Traffic Control and Protection | 19 |
| 733 | Overhead Sign Structures | 20 |
| 783 | Pavement Marking and Marker Removal | |
| 801 | Electrical Requirements | 22 |
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| 836 | Pole Foundation | |
| 838 | Breakaway Devices | |
| 862 | Uninterruptable Power Supply | |
| 873 | Electric Cable | |
| 878 | Traffic Signal Concrete Foundation | 30 |
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| 1008 | Structural Steel Coatings | 32 |
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| 1022 | Concrete Curing Materials | |
| 1024 | Nonshrink Grout | |
| 1042 | Precast Concrete Products | |
| 1062 | Reflective Crack Control System | |
| 1069 | Pole and Tower | |
| 1074 | Control Equipment | |
| 1076 | Wire and Cable | |
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| 1094 | Overhead Sign Structures | |
| 1101 | General Equipment | 62 |
| 1102 | Hot-Mix Asphalt Equipment | |
| 1106 | Work Zone Traffic Control Devices | 64 |

RECURRING SPECIAL PROVISIONS

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

| CHE | CK | SHEET # | PAGE NO. |
|--------|--------|---|----------|
| 1 | | Additional State Requirements For Federal-Aid Construction Contracts | 65 |
| 2 | | (Eff. 2-1-69) (Rev. 1-1-07) | |
| 2 | v | Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) | |
| 3 4 | X X | EEO (Eff. 7-21-78) (Rev. 11-18-80) | |
| 4 | ^ | Specific Equal Employment Opportunity Responsibilities | 70 |
| F | х | Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) | |
| 5 6 | ^ | Reserved | |
| 7 | | | |
| 8 | | Reserved Haul Road Stream Crossings, Other Temporary Stream Crossings, and | |
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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the State of Illinois Department of Transportation "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007 (hereinafter referred to as the Standard Specifications); the latest edition of the "Manual of Uniform Traffic Control Devices for Streets and Highways" in effect on the date of the Invitation for Bids; and the Supplemental Specifications and Recurring Special Provisions" indicted on the Check Sheet included herein which apply to and govern the construction of FAP 349 (US Route 30) Section No. 15 T-1, Will County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

FAP 349 (US Route 30) Section No. 15 T-1 Will County Contract No. 60F69

LOCATION OF THE PROJECT

The project is located at the crossing of FAP 349 (US Route 30) over a ditch (1.5 miles south of 111th Street), and is located in Will County, Illinois. The total length of improvement is approximately 48 lineal feet. The ditch crosses under US Route 30 between 111th Street to the North, and 127th Street to the North.

DESCRIPTION OF THE PROJECT

FAP 349 (US Route 30) crosses over a ditch approximately 1.5 miles south of 111th Street. <u>SN:</u> 099-0508 (Proposed). This is a double barrel culvert replacement project. This project provides for the complete removal and replacement of an existing double barrel concrete box culvert that carries FAP 349 (US Route 30) over the un-identified ditch. A proposed double barrel 7' x 3' Double Barrel Pre-Cast Box Culvert will be installed through the existing structure opening. The existing roadway cross-section over the existing structure includes one through lane of traffic in each direction, and shoulders. The total existing out to out width is 45'-8". The existing profile of the bridge and roadway will be generally maintained. Along with the pavement replacement required to complete this work, the work will also include traffic control and construction staging, temporary lighting work, erosion control, replacement of existing pavement marking, and all of the other miscellaneous items necessary for completion of the project as detailed on the plans and as described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the

improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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

STATUS OF UTILITIES TO BE ADJUSTED

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

| <u>Name of</u> <u>Utility</u> | Туре | Location | Estimated Dates for Start and Completion of Relocation or Adjustments |
|----------------------------------|---|---|---|
| ComEd | Temporary Lighting & Temporary Traffic Signal Service | At each side of the proposed box culvert improvement | Install Temporary Lighting & Temporary Traffic Signals prior to the start of construction. Electric Service is to be removed once the project has been accepted by the District. |

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

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS

- 701201 Lane Closure, 2L 2W, Day Only On-Rd to 600mm (24") Off-Rd For Speeds > or = to 45 MPH
- 701301 Lane Closure, 2L 2W, Short Time Operations
- 701316 Lane Closure, 2L, 2W, Bridge Repair, for Speeds > 45 mph
- 701901 Traffic Control Devices
- 704001 Temporary Concrete Barrier
- 720001 Sign Panel Mounting Details
- 720006 Sign Panel Erection Details
- 720011 Metal Posts for Signs, Markers and Delineators
- 729001 Application of Types A & B Metal Posts (For Sign & Markers)
- 780001 Typical Pavement Markings
- 886001 Detector Loop Installations
- 886006 Typical Layouts for Detector Loops

<u>DETAILS</u>

Traffic Control and Protection for Side Roads, Intersections, and Driveways Typical Applications Raised Reflective Pavement Markers (Snow Plow Resistant)

SPECIAL PROVISIONS

Maintenance of Roadways Traffic Control Plan Work Zone Traffic Control Temporary Informational Signing Changeable Message Signs Reflective Sheeting on Channelizing Devices Thermoplastic Pavement Marking Personal Protective Equipment

RECURRING SPECIAL PROVISIONS

#20 Guardrail and Barrier Wall Delineation

WORK ZONE TRAFFIC CONTROL (LUMP SUM PAYMENT)

Effective: February 1, 1996

Revised: January 1, 2007

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

<u>Method of Measuremen</u>t: All traffic control (except traffic control pavement marking) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis. Traffic control pavement markings will be measured per foot (meter). <u>Basis of Payment</u>: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

SHORT TERM PAVEMENT MARKING, TEMPORARY PAVEMENT MARKING and PAVEMENT MARKING TAPE TYPE III will be paid for separately.

TEMPORARY BRIDGE TRAFFIC SIGNALS

This work shall be done in accordance with the applicable portions of Section 701.18 except as follows:

All control equipment, cabling and messenger wire for the temporary traffic signal(s) shall be furnished by the Contractor. Temporary wooden poles to be paid for under TEMPORARY WOOD POLE, VARIOUS HEIGHTS, VARIOUS CLASSES.

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. A representative of the approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

Art. 701.18 (2) a. All signal heads shall be mounted 18' above the road surface measured from the bottom of the signal head.

Art. 701.18 (2) b. Lenses. All lenses shall be 12 in (300mm) nominal diameter, light emitting diode (LED).

Art. 701.18 (2) e. Service Installation. TEMPORARY ELECTRICAL SERVICE INSTALLATION to power both temporary bridge traffic signals and temporary lighting. All electrical service will be paid for under TEMPORARY ELECTRIC SERVICE CONNECTION and TEMPORARY ELECTRIC SERVICE INSTALLATION.

The contractor shall provide a secondary control cabinet that houses the uninterruptible power supply (UPS). The UPS shall be capable of operating the temporary bridge traffic signals for a period of 48 hours. The cost of the UPS system is considered included in TEMPORARY BRIDGE TRAFFIC SIGNALS.

Art. 701.18 (2) g. Video Detection System. The Contractor shall provide and Install a (2) video detection systems, wire, and associated mounting hardware. The Contractor shall mount the video detection system in accordance to the manufacturer's recommendations and requirements. Each vehicle detector system shall be connected to a separate detector amplifier channel. Video detection systems provided must be compatible with the controller cabinet provided. The Contractor shall be responsible for adjusting the alignment of the video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the video vehicle detection system.

All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 100 mm (4 inch) diameter holes to run the electric cables through. The 100 mm (4 inch) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.

Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electric Code, Section 807 of the Standard Specification and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems".

The temporary traffic signal head shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. The Contractor shall furnish enough cable slack to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The temporary traffic signal shall remaining operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contract the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz \pm 0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District. All labor and material required to install and maintain the Emergency Vehicle Preemption Installation shall be incidental to the item Temporary Traffic Signal Installation.

<u>Method of Measurement</u>: TEMPORARY BRIDGE TRAFFIC SIGNALS the plans and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: This work shall be paid for at the contract unit price each for TEMPORARY BRIDGE TRAFFIC SIGNALS. The price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, video vehicle detection system, associated permitting, and maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, all material require, the installation and complete removal of the temporary traffic signal.

AERIAL CABLE WITH MESSENGER WIRE

Description. This work shall consist of furnishing, installing and connecting aerial cable complete with all splicing, identifications and terminations.

<u>Materials</u>. Materials shall be accordance to the following Bureau of Electricity (BOE) Specification and Articles of Section 818, and Articles 1066.02, 1066.03 (a) (3) and 1066.04.

<u>General Requirements</u>. General requirements shall be in accordance with Section 801 of the Standard Specification, except as herein modified.

Installation. Installation shall be in accordance with 818.03 of the Standard Specification. Secondary racks shall be included when aerial cable is attached to new or used wood poles.

<u>Method of Measurement</u>. Aerial electric cable will be measured in feet in place and will be taken as the length of the messenger wire. Measurement will be made in a straight line between changes in direction and to the center of wood poles. Sag of the aerial cable or vertical cable will not be measured for payment.

Basis of Payment. This work will be paid for the contract unit price per foot for AERIAL CABLE with Messenger Wire, of the type, size and number of conductors specified with messenger wire.

REMOVAL OF TEMPORARY LIGHTING UNITS

Description. This item consists of the disconnection, removal and disposal of the temporary lighting system.

<u>Removal.</u> Removal includes the removal of temporary wood poles, aerial cable and all associated apparatus, and connections. The removal includes removal of all connections to the associated electrical service and aerial cable between wood poles. All equipment and material except luminaires will be removed as part of this item will become property of the Contractor and must be removed from the site.

<u>Restoration</u>. The areas disturbed by the temporary installation and removal of the temporary equipment shall be completely restored to a condition equal to or better than the original condition.

<u>Method of Payment.</u> Units measured for payment will be counted on a per-pole-basis, regardless of pole material, mounting height, the number and type of mast arm(s), luminaires and other appurtenant items attached thereto.

<u>Basis of Payment.</u> The work will be paid for at the contract unit price for each for REMOVAL OF TEMPORARY LIGHTING UNITS per each, mast arm(s), wood pole(s), and other appurtenant items of the type specified.

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

| | <u>ltem</u> | Article/Section |
|-----|-------------------------|-----------------|
| a.) | Sign Base (Notes 1 & 2) | 1090 |
| b.) | Sign Face (Note 3) | 1091 |
| c.) | Sign Legends | 1092 |
| d.) | Sign Supports | 1093 |
| e.) | Overlay Panels (Note 4) | 1090.02 |

- Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIRMENTS

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

TEMPORARY ELECTRIC SERVICE CONNECTION

Description. The work under this pay item consists of payment for work performed by the Electric Utility Company for providing or modifying electric service, as required, at the location shown on the Plans.

<u>General Requirements.</u> It is the Contractor's responsibility to contact the utility. The Contractor must coordinate his work fully with the electric utility both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other pay item for extra work caused by failure to met the requirement.

The Contractor should make particular note of the need for the earliest attention to arrangements with the utility service. In the event of delay by the utility, no extension in time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

<u>Method of Measurement.</u> The Contractor will be reimbursed for the exact amount of money billed by the Electric Utility Company for services at each installation. Work provided by the Contractor for electric services will be made separately under the pay item, TEMPORARY ELECTRIC SERVICE CONNECTION

Basis of Payment. The lump sum of one thousand, two hundred dollars (\$1,200) has been entered in schedule of Prices for the Pay Item TEMPORARY ELECTRIC SERVICE CONNECTION as an allowance. This amount will be common to all bidders and will be included in the Total Base Bid. Work under this pay item will be paid for on the basis of actual Contractor paid invoices without markups.

The Contractor will no be entitled to any unused portion of the allowance, nor may the Contractor apply for payment under this item without having received written authorization from the Engineer to so apply.

TEMPORARY ELECTRIC SERVICE INSTALLATION

Description. This item consists of furnishing, installing, connecting overhead electric service – lighting. This service consists of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under the pay Item Electrical Utility Service Connection.

Installation. The service pole shall include weatherhead guy and anchor, cable, conduit disconnect switch, ground electrode, and if necessary meter socket. The pole shall be 60 foot Class 4 and comply with American Standards specification for wood poles.

The pole shall be selected for uniformity and straightness. Sweep shall be limited to one plane and direction only. A straight line in the plane of maximum sweep joining the surface of the pole at the top and 6 feet above the base shall not exceed more than 2 inches from the surface of the pole at any point. The pole shall be machine shaved to a smooth surface.

The pole shall be set at a depth of 10 feet below grade in a hole 24 inches diameter. The backfill shall consist of earth deposited in layers not more than 12 inches deep. Each layer shall be thoroughly tamped by methods and tolls approved by the Engineer.

The guy shall consist of the following:

- 1. 45 degrees 5/8", thimble, eye bolt
- 2. 1/4 inch thick, steel lift plate
- 3. Porcelain strain insulator rated not less than 6000 lb
- 4. 8 inch helix, 5/8 inch rod thimble-eye screw anchor rated 6000 lb
- 5. Clamps, three bolt type
- 6. Guy Wire 6000 lb tensile strength galvanize or copper clad steel
- 7. Anchor guy shall be equipped with guy wire protectors

Grounding shall meet the requirement of Article 1087.01.

Conductors shall meet the requirements of Article 1087.01.

<u>Method of Measurement.</u> This work is measure on an each basis per TEMPORARY ELECTRIC SERVICE INSTALLATION.

<u>Basis of Payment.</u> The work under this item will be paid for at the Contract unit price each for TEMPORARY ELECTRIC SERVICE INSTALLATION which is payment in full for the work specified herein.

REMOVE TEMPORARY WOOD POLE, SALVAGE

Description. This item consists of the disconnection and removal of the temporary wood poles.

<u>Removal.</u> Removal includes the removal of temporary wood poles, aerial cable and all associated apparatus, and connections. The removal included removal of tall connection to the associated electrical service and serial cable between wood poles. All material will be removed as part of this item will become property of the Contractor and must be removed from the site.

<u>Method of Payment.</u> Units measured for payment will be counted on a per-pole-basis, regardless of pole material, mounting height, the number and other appurtenant items attached thereto.

<u>Basis of Payment.</u> The work will be paid for at the contract unit price of each for REMOVAL OF TEMPORARY WOOD POLES, SALVAGE per each.

REMOVE ELECTRIC SERVICE

Description. This item consists of the disconnection and removal of the temporary electric service.

<u>Removal.</u> The work will consist of removing all weatherheads, one ground rod, one meter pan, both electrical & signal cabinets, galvanized steel conduit, conduit clamps, lag screws and electric service entrance cables back to the existing utility company transformer. The meter will remain the property of the utility company.

<u>Basis of Payment.</u> The work will be paid for at the contract unit price for each for REMOVE ELECTRIC SERVICE each which shall be payment in full for the work.

COMBINATION POLE MOUNTED ELECTRIC SERVICE BOX

Description. This item shall consist of furnishing, installing cabinet for temporary lighting and temporary traffic signal controller.

<u>Materials.</u> Materials shall be according to the Pole-Mounted Electric Service Box Details called for in the plan drawings. The work must include all the materials necessary for a complete and workable electrical service installation. CONSTRUCTION REQUIREMENTS

<u>General.</u> General requirements must be in accordance with Section 800 – Electrical of the Standard Specification.

The electrical service equipment assembly shall be UP listed as suitable for use as service entrance equipment.

<u>Method of Measurement.</u> Materials furnished and work performed as described herein will be measured for payment on as per each basis.

Basis of Payment. This item shall be paid at the contract unit price each for COMBINATION POLE MOUNTED ELECTRIC SERVICE BOX, shall be payment in full for the material and work described herein.

TRAFFIC SIGNAL WOOD POLE

Description. This work shall consist of furnishing and installing traffic signal wood poles at the locations shown on the plans, including all necessary hardware and accessories required for the intended temporary use of the pole.

Material. Materials shall ebb according to the following Articles of Section 1000 – Materials.

<u>Item</u>

Article/Section 1069.01(d)

(a) Wood Pole Lighting 10 (b) Traffic Signal Wood Pole 1077.04

Installation. Previously used wood poles and appurtenant items will acceptable under this item, upon physical inspection and approval by the Engineer.

Poles shall be in good condition acceptable to the Engineer and shall be according to ANSI requirements for sweep, crook, defects and mechanical damage. Poles deemed unacceptable shall be removed from the jobsite.

Hardware shall also be made available for inspection by the Engineer and hardware deemed defective by the Engineer shall be removed from the jobsite and replaced with approved hardware. Hardware shall include cable hardware as well as pole hardware, including insulators, sable supports, guy anchors, guy wire and the like.

As a minimum, pole guying shall be provided where indicated on the plans and at every deadend pole and at any pole having non-offsetting cable and support stress.

Basis of Payment. The work shall be paid for at the contract unit price for each for TRAFFIC SIGNAL WOOD POLE, of the length, class, and when specified, mast arm length and quantity indicated.

CHANGEABLE MESSAGE SIGNS

This item shall accommodate the applicable portions of Section 701 of the "Standard Specifications" except as follows:

Two (2) signs will be required for this contract. Implementation for these signs will occur as directed by the Engineer.

The Portable Changeable Message Signs shall be placed as directed by the Engineer.

MAINTENANCE OF TEMPORARY LIGHTING SYSTEM

Description: This work consists of finishing all labor, equipment, and incidental materials for maintaining temporary street lighting system until it is directed to be removed by the Engineer.

The work includes installation and removal of any necessary temporary devices to maintain illumination according to IES RP-8-00. The location and protection devices necessary to comply with these requirements will be approved be the Engineer.

Any temporary wire or cable which may be required to be installed overhead between temporary wood poles or other temporary devices must be furnished, installed, terminated, and maintained in service until as directed by the Engineer.

<u>Materials</u>: Materials must be according to the following Engineer Standard Specifications Section 818, 821 and 1000 – Materials:

Item Requirement

- (a) Conductors Article 1066.02
- (b) Aerial Cable Insulation Article 1066.03(a)(3)
- (c) Aerial Cable Assembly Article 1066.04
- (d) Luminaire Article 1067.01
- (e) Fuseholder & Fuses Article 1065.01
- (f) Lamps Article 1067.02
- (g) Fasteners and Hardware Article 1088.03
- (h) Lighting Protection Article 1065.02

<u>General Requirements</u>: General requirements must be in accordance with Section 800 of the Standard Specification, and in accordance with Bureau of Electricity Standards, except as herein modified.

The Contractor must maintain the temporary lighting system as well as receptacles and other ancillary devices connected to the applicable traffic signal controllers. This is effective the day of the Contractor starts work.

The Scope of Work includes the assumption of responsibility for the continuing operation of temporary, or other lighting-systems affected by the work as may be specified elsewhere herein. It remains the Contractors' responsibility to visit the site to confirm and ascertain the exact nature of systems to be maintained.

Preconstruction Inspection: Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor must initiate a request for preconstruction inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and traffic control systems which may be affected by the work. The request for the maintenance preconstruction must be made in less than seven (7) calendar days prior to the desired inspection date. The maintenance preconstruction must:

- Establish details of any formal transfers of maintenance responsibility required for the construction period.
- Establish approximate locations of known lighting and/or traffic control systems which may be affected by the work.
- Establish the condition of lighting and/or traffic control systems which may be affected by the work.

Reimbursement: If the Contractor utilizes any lighting equipment owned by the City or uses existing ComEd service, the Contractor must compensate the City for such usage.

<u>Method of Measurement:</u> MAINTENANCE OF TEMPORARY LIGHTING SYSTEM will be measured for payment.

Basis of Payment: This work will be paid for the Contract Lump Sum Price for MAINTENANCE OF TEMPORARY LIGHTING SYSTEM, which will be payment in full for maintaining temporary street lighting system, including all temporary lighting units, aerial cable and ancillary equipment required to maintain the existing system as described herein.

GROUND ROD

Effective: January 1, 2002

Description. This item shall consist of furnishing, installing and connecting ground rods for the grounding service neutral conductors and for supplementing the equipment grounding system via connection at poles or other equipment throughout the system. All materials and work shall be in accordance with Article 250 of the NEC.

Materials. Materials shall be according to the following Articles of Section 1000 – Materials

Item

Article/Section

- (a) Ground Rod1087.01(b)
- (b) Copper Ground Wire.....1087.01(a)
- (c) Access Well......1087.01(c)

<u>General</u>. All connections to ground rods, structural steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation.

Ground rods shall be driven so that the tops of the rod are 609.6 mm (24 inches) below finished grade. Where indicated, ground wells shall be included to permit access to the rod connections.

Where indicated, ground rods shall be installed through concrete foundations.

Where ground conditions, such as rock, preclude the installation of the ground rod, the ground rod may be deleted with the approval of the Engineer.

Where a ground field of "made" electrodes is provided, such as at control cabinets, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings.

Ground rod connection shall be made by exothermic welds. Ground wire for connection to foundation steel or as otherwise indicated shall be stranded uncoated bare copper in accordance the applicable requirements of ASTM Designation. B # and ASM Designation B 8 and shall be included in this item. Unless otherwise indicated, the wire shall not be less than No. 2 AWG.

Where connections are made to epoxy coated reinforcing steel. The epoxy coating shall be sufficiently removed to facilitate the exothermic weld.

<u>Method of Measurement</u>. Ground rods shall be counted, each. Ground wires and connection of ground rods at poles shall be included in this pay item.

<u>Basis of Payment</u>. This item shall be paid at the contract unit price each for GROUND ROD, of the diameter and length indicated which shall be payment in full for the material and work described herein.

COARSE AGGREGATE BACKFILL (SPECIAL)

<u>Description.</u> This work shall consist of furnishing, and placing Coarse Aggregate Backfill (Special) material as detailed on the plans, and in according to Section 207 except as modified herein.

<u>Materials.</u> The gradation of the porous granular material shall be CA 2 in accordance with Articles 1003 and 1004.

<u>Construction.</u> The Coarse Aggregate Backfill (Special) shall be installed according to Section 207

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per Cubic Yard for COARSE AGGREGATE BACKFILL (SPECIAL).

FINE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (DISTRICT ONE)

Effective: May 1, 2007

Revise Article 1003.03 (c) to read:

"Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, or FA 21. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

CLASS D PATCHES, 10"

Description. This item shall conform to the standard details and cross-sections shown on the plans. The materials and the methods of performing the work shall conform to Section 406 with exceptions as detailed in Section 442.09 of the Standard Specifications.

<u>Materials.</u> Materials shall be placed as detailed in the plans. The mix designs will be submitted to IDOT for review and approval. The bottom eight and a half inches (8 & $\frac{1}{2}$ inches) shall be a HMA Binder, IL-19mm, N70; and the top one and a half inches (1 & $\frac{1}{2}$ inches) shall be a HMA Surface Mix D, N70.

<u>Method of Measurement.</u> Materials furnished and work performed as described herein will be measured for payment on a per square yard basis. The individual surface and binder courses will not be paid for separately, but shall be paid for in full per square yard as CLASS D PATCHES, 10"

Basis of Payment. This item shall be paid at the contract unit price per square yard as CLASS D PATCHES, 10", payment in full for the materials and work as described herein.

BITUMINOUS PRIME COAT FOR HOT-MIX ASPHALT PAVEMENT (FULL DEPTH) (D-1) Effective: May 1, 2007

Revise Article 407.06(b) of the Standard Specifications to read:

"A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b) at a rate of 0.02 to 0.05 gal/sq yd (0.1 to 0.2 L/sq m), the exact rate to be determined by the Engineer."

Revise the second paragraph of Article 407.12 of the Standard Specifications to read:

"Prime Coat will be paid for at the contract unit price per gallon (liter) or per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT)."

HOT MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS (D-1) Effective: January 1, 2007 Revised: February 26, 2008

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

Definitions:

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single density value is determined.

Density Reading: A single, one minute nuclear density reading.

Density Value: The density determined at a given density test site from the average of two "density readings".

Quality Control / Quality Assurance (QC/QA)

1030.05(d) (3) add the following paragraphs:

Longitudinal joint density testing shall be performed at each random "density test location". Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge. For Example, on a four inch HMA lift the near edge of the nuclear gauge or core barrel shall be within four inches from the edge of pavement. The remaining 3 density test sites shall be equally spaced between the two edge readings. Documentation shall indicate whether the joint was confined or unconfined.

The joint density value shall be determined using either a correlated nuclear gauge or cores. When using a correlated nuclear gauge, two "density readings" shall be taken at the given density test site. The gauge shall be rotated 180 degrees between "density readings". If the two "density readings" are not within 1.5 lb/cu ft (23 kg/cu m) then one additional "density reading" shall be taken. Additional "density readings" taken at a given site shall not be allowed to replace the original "density readings" unless an error has occurred (i.e. the nuclear gauge was sitting on debris).

| DENSITY CONTROL LIMITS | | | | |
|-------------------------------|--------------|-------------------------------|--------------------------------|--|
| Mixture Composition | Parameter | Individual Test ^{2/} | Minimum Joint Density Value | |
| IL-9.5, IL-12.5 | Ndesign ≥ 90 | 92.0 – 96.0 % | 90.0 % | |
| IL-9.5,IL-9.5L, IL- 12.5 | Ndesign < 90 | 92.5 – 97.4 % | 90.0 % | |
| IL-19.0, IL-25.0 | Ndesign ≥ 90 | 93.0 – 96.0 % | 90.0 % | |
| IL-19.0, IL-19.0L, IL-25.0 | Ndesign < 90 | 93.0 – 97.4 % | 90.0 % | |
| All Other | Ndesign = 30 | 93.0 ^{1/} - 97.4 % | 90.0 % | |

1030.05(d) (4) Replace the density control limits table with the following:

1/ 92.0 % when placed as first lift on an unimproved subgrade.

2/ "Density values" shall meet the "Individual Test" density control limits specified herein.

USE OF RAP (DIST 1)

Effective: January 1, 2007

Revised: August 1, 2008

In Article 1030.02(g) of the Standard Specifications, 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. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality.

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 and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, 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 (9.5mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Conglomerate Variable Size. Conglomerate variable size RAP 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 variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the ³/₄ in. (19mm) screen and shall be a minimum of two sizes. Conglomerate variable size RAP stockpiles shall not contain steel slag or other expensive material as determined by the Department.

- (e) 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 in consistent gradation and/or asphalt binder content. Conglomerate DQ Rap stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (f) 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 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size RAP shall be tested for maximum theoretical specific gravity (G_{mm}) 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_{mm}. 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 % |
| 3/4 in. (19mm) | | |
| 1/2 in. (12.5mm) | ±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) | \pm 2.0 % | ± 4.0 % |
| Asphalt Binder | \pm 0.4 % $^{1/}$ | \pm 0.5 % |
| Gmm | ±0.02 % ^{2/} | |
| Gmm | ±0.03 % ^{3/} | |

- 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.
- 3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the \pm 0.03 tolerance, a new conglomerate variable size 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 or variable size 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, conglomerate variable size, 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, conglomerate variable size, 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 1/ [/] 3 ^{///} | | Maximum % Rap | |
|---|---------------------------|----------------------|------------------|
| Ndesign | Binder/Leveling Binder | Surface | Polymer Modified |
| 30 | 30/40 ^{2/} | 30 | 10 |
| 50 | 25/40 ^{2/} | 15/25 ^{2/} | 10 |
| 70 | 25/30 ^{2/} | 10/20 ² / | 10 |
| 90 | 10/15 ^{2/} | 10/15 ^{2/} | 10 |
| 105 | 10/15 ^{2/} | 10/15 ^{2/} | 10 |

Max Mix 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 or conglomerate variable size RAP is utilized.

3/ When RAP exceeds 20%, and used in an overlay and AC shall be PG 58-22. When used in full depth HMA, base course, shoulders, or stab subbase the AC shall be 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 or conglomerate variable size 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) Drier 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) 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) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.

(8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required 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) Individual RAP Aggregate weight to the nearest pound (kilogram).
 - (6) Virgin asphalt binder weight to the nearest pound (kilogram)

(7) Residual asphalt binder of each RAP size 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."

SPECIAL DESIGN PRECAST CONCRETE BOX CULVERTS

Effective: May 9, 2007

Revised: September 11, 2007

<u>Description.</u> This work shall consist of furnishing and installing special design precast reinforced concrete box culvert sections and end sections according to Section 540 of the Standard Specifications. This work shall be required for all precast concrete box culverts and end sections that do not maintain standard box dimensions found in AASHTO M259 Standard Specifications for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers or AASHTO M273 Standard Specifications for Precast Reinforced Concrete Box Sections for Culverts, Storm Drains, and Sewers with Less than 2 ft of Cover Subjected to Highway Loadings, whichever is applicable.

<u>Design and Submittals.</u> The precast concrete box sections and end sections shall be designed according to the AASHTO Specification for Highway Bridges, 17th Edition 2002 and AASHTO M259 AASHTO M273, whichever is applicable.

Shop drawings for the special design precast reinforced concrete box sections and end sections shall be submitted according to Article 1042.03(b) and Article 105.04 of the Standard Specifications. The haunch dimensions shall be equal to the wall thickness in both the vertical and horizontal direction. The supplier selected by the Contractor shall submit complete design calculations and shop drawings, prepared and sealed by an Illinois Licensed Structural Engineer, for approval by the Engineer.

<u>Basis of Payment.</u> This work will be included with the contract unit price per foot for PRECAST CONCRETE BOX CULVERTS, of the applicable size(s) specified.

TEMPORARY SOIL RETENTION SYSTEM

Effective: December 30, 2002

Revised: January 1, 2007

<u>Description:</u> This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

<u>General:</u> The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

<u>Construction:</u> The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

<u>Method of Measurement</u>: The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system.

Any temporary soil retention system cut off, left in place, or installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

DEMOLITION PLANS FOR REMOVAL OF EXISTING STRUCTURES

Effective: September 5, 2007

Add to the beginning of Article 501.02 of the Standard Specifications.

"The Contractor shall submit a demolition plan to the Engineer for approval, detailing the proposed methods of demolition and the amount, location(s) and type(s) of equipment to be used. With the exception of removal of single box culverts, for work adjacent to or over an active roadway, railroad or navigable waterway, the demolition plan shall include an assessment of the structure's condition and an evaluation of the structure's strength and stability during demolition and shall be sealed by an Illinois Licensed Structural Engineer."

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

Effective: January 1, 2009

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

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

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

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

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

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

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

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

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

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

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
 - Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

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

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

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

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

Effective: November 1, 2008

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

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

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

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

CEMENT (BDE)

Effective: January 1, 2007

Revised: November 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-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The pozzolan constituent for Type IP shall be a maximum of 21 percent of the weight (mass) of the portland-pozzolan cement. 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 not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall 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 not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

The total of all organic processing additions shall be a maximum of 1.0 percent by weight (mass) of the cement. Organic processing additions shall be limited to grinding aids as defined in (a) above. Inorganic processing additions shall 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 (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: November 1, 2008

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

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

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

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

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform <u>4.0%</u> 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 IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.il.gov.

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. 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 comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the 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 The preliminary determination shall include a designated in the Utilization Plan. 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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the 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.

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

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

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC Where: EOC = Estimated Operating Costs per hour (from the Blue Book)

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

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

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

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

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

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

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

Effective: April 1, 2007

Revised: April 1, 2008

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

| | Frequency of Tests | Frequency of Tests | Test Method |
|------------|--------------------------------------|--------------------|--------------------|
| "Parameter | | | See Manual of Test |
| | High ESAL Mixture | All Other Mixtures | Procedures for |
| | Low ESAL Mixture | | Materials |
| VMA | Day's production ≥ 1200 tons: | N/A | Illinois-Modified |
| | | | AASHTO R 35 |
| | 1 per half day of production | | |
| | Day's production < 1200 tons: | | |
| Note 5. | | | |
| | 1 per half day of production for | | |
| | first 2 days and 1 per day | | |
| | thereafter (first sample 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 | High ESALHigh ESALAll OtherLow ESALLow ESAL | | | | | | |
| Individual Test Moving Avg. of 4 Individual Test | | | | | | | |
| VMA | -0.7 % ^{2/} | -0.5 % ^{2/} | 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 CHART REQUIREMENTS | High ESAL Low 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) ^{1/} | 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 – PLANT TEST FREQUENCY (BDE) Effective: April 1, 2008

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

| F | Fraguency of Tests | Fragueney of Testa | Test Mathed |
|--|--|---|------------------------------------|
| | Frequency of Tests | Frequency of Tests | Test Method See Manual of Test |
| Low ESAL Mixture | | All Other Mixtures | Procedures for Materials |
| Aggregate Gradation | | | |
| Hot bins for batch and continuous plants. | 1 dry gradation per day of production (either morning or afternoon sample). | 1 gradation per day of production. The first day of | Illinois Procedure |
| Individual cold-feed or combined belt- feed for drier drum plants. % passing sieves: | 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa). | production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and | |
| 1/2 in. (12.5 mm), No. 4 (4.75 mm), | Note 3. | washed ignition oven test on the | |
| No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) | Note 4. | mix. Note 4. | |
| Note 1. | | | |
| Asphalt Binder Content by Ignition 1 per half day of production Oven | | 1 per day | Illinois-Modified AASHTO T 308 |
| Note 2. | | | |
| Air Voids | Day's production ≥ 1200 tons: | | |
| Bulk Specific Gravity of Gyratory Sample | 1 per half day of production | 1 per day | Illinois-Modified AASHTO T 312 |
| | Day's production < 1200 tons: | | |
| | 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | | |
| Maximum Specific Gravity of Mixture | Day's production ≥ 1200 tons: 1 per half day of production | 1 per day | Illinois-Modified AASHTO T 209" |
| | Day's production < 1200 tons: | | |
| | 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | | |

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

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

Effective: April 1, 2007

Revised: November 1, 2008

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

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

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

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs

1042.16"

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

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

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole Plugs

1042.16"

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

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

Add the following to Article 550.02 of the Standard Specifications:

"(o) Handling Hole Plugs

1042.16"

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

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

Add the following to Article 602.02 of the Standard Specifications:

"(p) Handling Hole Plugs

1042.16(a)"

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

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

Add the following to Section 1042 of the Standard Specifications:

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

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

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

The plug shall be according to the following.

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

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revised: November 1, 2008

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

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

| Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material | | | | | | | | |
|--|-----|-----|-----|-----|--|--|--|--|
| Observation | | | | | | | | |
| 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."

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 2, 2008

Revise Article 1006.10(a) of the Standard Specifications to read:

- " (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
 - b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
 - c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 6 (10 19), the elongation after rupture shall be at least 9%.
 - d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
 - (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).

c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars, when delivered on the job, shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When it is necessary to store epoxy coated bars outside for more than two months, they shall be protected from sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

When placed in the work the bars shall be free from dirt, detrimental scale, paint, oil, or other foreign substances. A light coating of rust will not be considered objectionable on black bars."

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2009

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/ | 100 (110) | | | | | |
| | Blade Runner, or Falcon IV) Perennial Ryegrass 50 (55) | | | | | | |
| | 40 (50) | | | | | | |
| | | Red Top | 10 (10) | | | | |

| 2A | Salt Tolerant | Tall Fescue | 60 (70) |
|----|---------------------|------------------------------|----------|
| | Roadside Mixture 7/ | (Inferno, Tarheel II, Quest, | |
| | | Blade Runner, or Falcon IV) | |
| | | Perennial Ryegrass | 20 (20) |
| | | Red Fescue | 30 (20) |
| | | (Audubon, Sea Link, or Epic) | |
| | | Hard Fescue | 30 (20) |
| | | (Rescue 911, Spartan II, or | |
| | | Reliant IV) | |
| | | Fults Salt Grass 1/ | 60 (70)" |

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 2 for the seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

| | TABLE 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/ |
| Red Fescue, Audubon | 0 | 97 | 82 | 0.10 | 3 (105) | - |
| Red Fescue, Creeping | - | 97 | 82 | 1.00 | 6 (211) | - |
| Red Fescue, Epic | - | 98 | 83 | 0.05 | 1 (35) | - |
| Red Fescue, Sea Link | - | 98 | 83 | 0.10 | 3 (105) | - |
| Tall Fescue, Blade Runner | - | 98 | 83 | 0.10 | 2 (70) | - |
| Tall Fescue, Falcon IV | - | 98 | 83 | 0.05 | 1 (35) | - |
| Tall Fescue, Inferno | 0 | 98 | 83 | 0.10 | 2 (70) | - |
| Tall Fescue, Tarheel II | - | 97 | 82 | 1.00 | 6 (211) | - |
| Tall Fescue, Quest | 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/ |

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

FAP 349 (US 30) Section 15 T-1 Will County Contract No. 60F69

| Ryegrass, Perennial, Annual | - | 97 | 85 | 0.30 | 5 (175) | 3/ |
|-----------------------------|---|----|----|------|---------|-----|
| Rye, Grain, Winter | - | 92 | 83 | 0.50 | 2 (70) | 3/ |
| Hard Fescue, Reliant IV | - | 98 | 83 | 0.05 | 1 (35) | - |
| Hard Fescue, Rescue 911 | 0 | 97 | 82 | 0.10 | 3 (105) | - |
| Hard Fescue, Spartan II | - | 98 | 83 | 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."

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: January 1, 2009

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

<u>Usage</u>. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

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

<u>Mix Design Criteria</u>. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.

- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

<u>Mix Design Submittal</u>. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

<u>Trial Batch</u>. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the selfconsolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

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

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

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

<u>Falsework and Forms</u>. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. A minimum of one sensor will be required below each point of concrete placement to measure the maximum pressure. The first sensor below the point of concrete placement shall be approximately 12 in. (300 mm) above the base of the formwork. Additional sensors shall be installed above the bottom sensor when the form height is greater than 10.0 ft (3.0 m) above the bottom sensor. The additional sensors shall be installed at a maximum vertical spacing of 10.0 ft (3.0 m). The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

<u>Placing and Consolidating</u>. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

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

<u>Quality Control by Contractor at Plant</u>. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

<u>Quality Control by Contractor at Jobsite</u>. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

<u>Quality Assurance by Engineer at Plant</u>. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

<u>Quality Assurance by Engineer at Jobsite</u>. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for precast concrete products.

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

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

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

- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

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

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

SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"**1080.02** Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2008

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

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

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

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

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

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

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

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 (Ti0₂). 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 Reflectance75 percent min.*Yellow:Daylight Reflectance45 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).

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."

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within <u>35</u> working days.

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR WILL COUNTY EFFECTIVE FEBRUARY 2009

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

Will County Prevailing Wage for February 2009

| Trade Name B | RG TYP C | Base | FRMAN *M-F>8 | OSA OSF | H/W | Pensn | Vac | Trnq |
|-----------------------------|--------------|--------|--------------------------|--------------------|-------|-------|-------|-------|
| | - | | ====== ===== | | | | | 5 |
| ASBESTOS ABT-GEN | ALL | 34.750 | 35.250 1.5 | 1.5 2.0 | 8.830 | 6.170 | 0.000 | 0.270 |
| ASBESTOS ABT-MEC | BLD | 29.930 | 0.000 1.5 | 1.5 2.0 | | | | |
| BOILERMAKER | BLD | | 44.940 2.0 | | 6.720 | | | 0.350 |
| BRICK MASON | BLD | | 41.830 1.5 | | 8.000 | | | |
| CARPENTER | ALL | | 43.510 1.5 | | 8.430 | | | |
| CEMENT MASON | ALL | | 41.500 2.0 | | 7.250 | | | |
| CERAMIC TILE FNSHER | BLD | 32.150 | 0.000 2.0 | | 6.150 | | | |
| COMMUNICATION TECH | BLD | | 33.500 1.5 | | 9.170 | | | |
| ELECTRIC PWR EQMT OP | ALL | | 44.970 1.5 | | 9.110 | | | |
| ELECTRIC PWR GRNDMAN | ALL | 30.110 | 44.970 1.5 | | 7.120 | | | |
| ELECTRIC PWR LINEMAN | ALL | | 44.970 1.5 | | 9.110 | | | |
| ELECTRICIAN | BLD | 38.000 | 41.420 1.5 | 1.5 2.0 | | | | |
| ELEVATOR CONSTRUCTOR | BLD | 44.930 | 50.550 2.0 | 2.0 2.0 | 9.525 | 8.210 | 2.700 | 0.000 |
| GLAZIER | BLD | 37.000 | 38.500 1.5 | 1.5 2.0 | 7.340 | 12.05 | 0.000 | 0.740 |
| HT/FROST INSULATOR | BLD | 39.900 | 42.400 1.5 | 1.5 2.0 | 9.170 | 10.46 | 0.000 | 0.320 |
| IRON WORKER | ALL | 36.000 | 37.000 2.0 | 2.0 2.0 | 8.140 | 16.27 | 0.000 | 0.600 |
| LABORER | ALL | 34.750 | 35.500 1.5 | 1.5 2.0 | 8.830 | 6.170 | 0.000 | 0.270 |
| LATHER | ALL | 39.550 | 43.510 1.5 | 1.5 2.0 | 8.430 | 11.36 | 0.000 | 0.490 |
| MACHINIST | BLD | 40.530 | 42.530 1.5 | 1.5 2.0 | 7.000 | 7.670 | 0.650 | 0.000 |
| MARBLE FINISHERS | ALL | 28.650 | 0.000 1.5 | 1.5 2.0 | 7.920 | 9.970 | 0.000 | 0.550 |
| MARBLE MASON | BLD | 38.030 | 41.830 1.5 | 1.5 2.0 | 8.000 | 9.970 | 0.000 | 0.550 |
| MATERIAL TESTER I | ALL | 24.750 | 0.000 1.5 | 1.5 2.0 | 8.830 | 6.170 | 0.000 | 0.270 |
| MATERIALS TESTER II | ALL | 29.750 | 0.000 1.5 | 1.5 2.0 | 8.830 | 6.170 | 0.000 | 0.270 |
| MILLWRIGHT | ALL | 39.550 | 43.510 1.5 | 1.5 2.0 | 8.430 | 11.36 | 0.000 | 0.490 |
| OPERATING ENGINEER | BLD 1 | 43.800 | 47.800 2.0 | 2.0 2.0 | 9.600 | 6.550 | 1.900 | 1.000 |
| OPERATING ENGINEER | BLD 2 | 42.500 | 47.800 2.0 | 2.0 2.0 | 9.600 | 6.550 | 1.900 | 1.000 |
| OPERATING ENGINEER | BLD 3 | 39.950 | 47.800 2.0 | 2.0 2.0 | 9.600 | 6.550 | 1.900 | 1.000 |
| OPERATING ENGINEER | BLD 4 | 38.200 | 47.800 2.0 | 2.0 2.0 | 9.600 | 6.550 | 1.900 | 1.000 |
| OPERATING ENGINEER | FLT 1 | 47.250 | 47.250 1.5 | 1.5 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER | FLT 2 | 45.750 | 47.250 1.5 | 1.5 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER | FLT 3 | 40.700 | 47.250 1.5 | 1.5 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER | FLT 4 | 33.850 | 47.250 1.5 | 1.5 2.0 | 6.850 | 5.600 | 1.900 | 0.000 |
| OPERATING ENGINEER | HWY 1 | 42.000 | 46.000 1.5 | 1.5 2.0 | 9.600 | 6.550 | 1.900 | 1.000 |
| OPERATING ENGINEER | HWY 2 | 41.450 | 46.000 1.5 | | 9.600 | | | |
| OPERATING ENGINEER | HWY 3 | | 46.000 1.5 | | 9.600 | | | |
| OPERATING ENGINEER | HWY 4 | | 46.000 1.5 | | 9.600 | | | |
| OPERATING ENGINEER | | 36.800 | | | 9.600 | | | |
| PAINTER | ALL | | 41.510 1.5 | 1.5 2.0 | | | | |
| PAINTER SIGNS | BLD | | 33.590 1.5 | 1.5 1.5 | | | | |
| PILEDRIVER | ALL | | 43.510 1.5 | 1.5 2.0 | | | | |
| PIPEFITTER | BLD | | 45.050 1.5 | 1.5 2.0 | | | | |
| PLASTERER | BLD | | 40.390 1.5 | 1.5 2.0 | | | | |
| PLUMBER | BLD | | 44.000 1.5 | 1.5 2.0 | | | | |
| ROOFER | BLD | | 39.400 1.5 | 1.5 2.0 | | | | |
| SHEETMETAL WORKER | BLD | | 42.210 1.5 | 1.5 2.0 | | | | |
| SPRINKLER FITTER | BLD | | 42.500 1.5 | 1.5 2.0 | | | | |
| STONE MASON | BLD | | 41.830 1.5 | 1.5 2.0 | | | | |
| TERRAZZO FINISHER | BLD | 33.810 | 0.000 1.5 | 1.5 2.0 | | | | |
| TERRAZZO MASON | BLD | | 40.390 1.5 | 1.5 2.0 | | | | |
| TILE MASON | BLD | | 42.630 2.0 | 1.5 2.0 | | | | |
| TRAFFIC SAFETY WRKR | HWY | | 25.900 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER | | | 36.200 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER | | | 36.200 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER | | | 36.200 1.5 | 1.5 2.0 | | | | |
| TRUCK DRIVER TUCKPOINTER | ALL 4 BLD | | 36.200 1.5 39.200 1.5 | 1.5 2.0 1.5 2.0 | | | | |
| TOCKFOINIER | עעם | 50.200 | JJ.200 I.J | т.ј 2.(| 0.500 | 9.000 | 0.000 | 0.200 |

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday. OSA (Overtime is required for every hour worked on Saturday) OSH (Overtime is required for every hour worked on Sunday and Holidays) H/W (Health & Welfare Insurance) Pensn (Pension) Vac (Vacation) Trng (Training)

Explanations

WILL COUNTY

IRONWORKERS (SOUTH) - That part of the county South of a diagonal line through Braidwood and Goodenow.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice, sound and vision production and reproduction, telephone and telephone interconnect, facsimile, equipment and appliances used for domestic, commercial, educational and entertainment purposes, pulling of wire through conduit but not the installation of conduit.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all mateiral that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installatin of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and experiors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and experior which sare installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs. TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yeards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

OPERATING ENGINEERS - BUILDING

Class 1. Mechanic; Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson attachment; Batch Plant; Benoto; Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, one, two and three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes; Squeeze Cretes-screw Type Pumps; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklist Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination - Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators - (Rheostat Manual Controlled); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 small Electric Drill Winches; Bobcat (up to and including 3/4 cu. yd.).

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

OPERATING ENGINEERS - FLOATING

Class 1. Craft foreman (Master Mechanic), diver/wet tender, engineer (hydraulic dredge).

Class 2. Crane/backhoe operator, mechanic/welder, assistant engineer (hydraulic dredge), leverman (hydraulic dredge), and diver tender.

Class 3. Deck equipment operator (machineryman), maintenance of crane (over 50 ton capacity) or backhoe (96,000 pounds or more), tug/launch operator, loader, dozer and like equipment on barge, breakwater wall, slip/dock or scow, deck machinery, etc.

Class 4. Deck equipment operator (machineryman/fireman), (4 equipment units or more) and crane maintenance 50 ton capacity and under or backhoe weighing 96,000 pounds or less, assistant tug operator.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted): Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Hammerhead, Linden, Peco & Machines of a like nature; Crete Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell machine with Air Compressor; Dredges; Field Mechanic-Welder; Formless Curb and Gutter Machine; Gradall and Machines of a like nature; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole; Drills (Tunnel Shaft); Underground Boring and/or Mining Machines; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Greaser Engineer; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Pump Cretes; Squeeze Cretes-Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotory Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip -Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper - Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro-Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.