

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <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 Timothy.Garman@illinois.gov.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

125

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 25, 2008

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

NOTICE TO PROSPECTIVE BIDDERS

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Route FAU 1248 (Old Elm Road)
Project BRM-8003(103)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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.

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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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Project BRM-8003(103)
Route FAU 1248 (Old Elm Road)
District 1 Construction Funds**

Remove existing bridge and replace with a semi integral steel beam bridge with reconstructed roadway, sidewalks and sanitary sewer removal and replacement on Old Elm Road over the Skokie River in Lake Forest.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-405-01
 PPS NBR - 1-10099-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63020

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 03/25/08
 RUN TIME - 213221

COUNTY NAME CODE DIST SECTION NUMBER PROJECT NUMBER ROUTE
 LAKE 097 01 99-00080-00-BR (LAKE FOREST) BRM-8003/103/000 FAU 1248

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
XX000503	SPLIT RAIL FENCE	FOOT	110.000	X	=		
XX001429	FORM LINER TEX SURF	SQ YD	290.000	X	=		
XX004699	SAN SEW REM REPL 12	FOOT	80.000	X	=		
XX005128	STRIP SEAL EXP JT ASY	FOOT	75.000	X	=		
XX007287	S S RUB PLATE ASSEM S	EACH	4.000	X	=		
XX007288	LT WT AGG GRAN BF SP	CU YD	880.000	X	=		
XX007289	JOINT SEALANT SPECIAL	FOOT	600.000	X	=		
XX007290	SILANE SURFACE SEAL S	SQ YD	465.000	X	=		
XX007300	PCC PAD (SPECIAL)	SQ YD	55.000	X	=		
XX007358	F & E STRL STL (GALV)	L SUM	1.000	X	=		
XX007359	STAIN CONC STRUCT SP	SQ YD	290.000	X	=		
Z0076600	TRAINEES	hour	500.000	X	0.80		400.00
20100110	TREE REMOV 6-15	UNIT	110.000	X	=		
20101100	TREE TRUNK PROTECTION	EACH	20.000	X	=		
20201200	REM & DISP UNS MATL	CU YD	1,180.000	X	=		

FAU 1248
 99-00080-00-BR (LAKE FOREST)
 LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63020

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 RUN DATE - 03/25/08
 RUN TIME - 213221

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
20300100	CHANNEL EXCAV	CU YD	180.000	=		
20700400	POROUS GRAN EMB SPEC	CU YD	110.000	X		
21001000	GEOTECH FAB F/GR STAB	SQ YD	250.000	X		
21101615	TOPSOIL F & P 4	SQ YD	750.000	X		
25000210	SEEDING CL 2A	ACRE	0.200	X		
25100630	EROSION CONTR BLANKET	SQ YD	1,000.000	X		
25200200	SUPPLE WATERING	UNIT	10.000	X		
28000900	FENCE - EROS CONT	FOOT	150.000	X		
28100107	STONE RIPRAP CL A4	SQ YD	425.000	X		
28200200	FILTER FABRIC	SQ YD	425.000	X		
31200100	STAB SUB-BASE 4	SQ YD	405.000	X		
40600100	BIT MATLS PR CT	GALLON	220.000	X		
40603335	HMA SC "D" N50	TON	100.000	X		
42001400	BR APPROACH PAVT SPL	SQ YD	245.000	X		
42100100	CONT REINF PCC PVT 8	SQ YD	135.000	X		

FAU 1248
 99-00080-00-BR (LAKE FOREST)
 LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63020

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 RUN DATE - 03/25/08
 RUN TIME - 213221

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
42100700	PAVT REINFORCEMENT 8	SQ YD	135.000			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	40.000			
42400430	PC CONC SIDEWALK 5 SP	SQ FT	520.000			
44000100	PAVEMENT REM	SQ YD	330.000			
44000161	HMA SURF REM 3	SQ YD	725.000			
44000200	DRIVE PAVEMENT REM	SQ YD	40.000			
44000500	COMB CURB GUTTER REM	FOOT	680.000			
44000600	SIDEWALK REM	SQ FT	660.000			
50100100	REM EXIST STRUCT	EACH	1.000			
50200100	STRUCTURE EXCAVATION	CU YD	125.000			
50300100	FLOOR DRAINS	EACH	4.000			
50300225	CONC STRUCT	CU YD	205.000			
50300255	CONC SUP-STR	CU YD	90.000			
50401205	PREC CONC CAPS	EACH	82.000			
50500505	STUD SHEAR CONNECTORS	EACH	880.000			

FAU 1248
 99-00080-00-BR (LAKE FOREST)
 LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63020

ECMS002 DTGECM03 ECMR003 PAGE 4
 RUN DATE - 03/25/08
 RUN TIME - 213221

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
50800105	REINFORCEMENT BARS	POUND	24,785.000				
50800205	REINF BARS, EPOXY CTD	POUND	63,640.000				
51500100	NAME PLATES	EACH	1.000				
51603000	DRILLED SHAFT IN SOIL	CU YD	130.000				
52100010	ELAST BEARING ASSY T1	EACH	16.000				
52100520	ANCHOR BOLTS 1	EACH	32.000				
54200457	P CUL 1 RCPC 42	FOOT	15.000				
5421A036	P CUL CL A 1 36 TEMP	FOOT	159.000				
54213891	STEEL END SEC 36	EACH	6.000				
55101800	STORM SEWER REM 42	FOOT	15.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	175.000				
60109582	P UNDR FOR STRUCT 6	FOOT	140.000				
60236800	INLETS TA T11F&G	EACH	2.000				
60255600	MAN ADJUST SPL	EACH	2.000				
60260200	INLETS ADJUST SPL	EACH	2.000				

FAU 1248
 99-00080-00-BR (LAKE FOREST)
 LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63020

ECMS002 DTGECM03 ECMR003 PAGE 5
 RUN DATE - 03/25/08
 RUN TIME - 213221

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60603800	COMB CC&G TB6.12	FOOT	460.000				
60606200	COMB CC&G TB9.12 MOD	FOOT	100.000				
63000000	SPBGR TY A	FOOT	160.000				
63100070	TRAF BAR TERM T5	EACH	4.000				
63200310	GUARDRAIL REMOV	FOOT	160.000				
66411900	TEMP FENCE	FOOT	200.000				
66700105	PERM SURV MKRS SPL	EACH	1.000				
67000400	ENGR FIELD OFFICE A	CAL MO	5.000				
67100100	MOBILIZATION	L SUM	1.000				
70102550	TR CONT-PROT TEMP DET	EACH	1.000				
78000200	THPL PVT MK LINE 4	FOOT	375.000				
78006110	PREF THPL PM LINE 4	FOOT	375.000				
78100105	RAISED REF PVT MKR BR	EACH	4.000				

TOTAL \$

NOTE:
 *** PLEASE TURN PAGE FOR IMPORTANT NOTES ***

FAU 1248
99-00080-00-BR (LAKE FOREST)
LAKE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 63020

ECMS002 DTGECM03 ECMR003 PAGE
RUN DATE - 03/25/08
RUN TIME - 213221

NOTE:

1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

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.

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code, Section 50-60(c), provides:

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

I. Addenda

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

J. Section 42 of the Environmental Protection Act

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

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

NA - FEDERAL

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

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

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

M. Disclosure of Business Operations in Iran

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, offer or, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

NOTICE

**PA 95-0635 SUBSTANCE ABUSE PREVENTION PROGRAM (SAPP)
Effective January 1, 2008**

This Public Act requires that all contractors and subcontractors have a SAPP, meeting certain requirements, in place before starting work.

The as read low bidder is required to submit a correctly completed SAPP Certification Form BC 261 within seven (7) working days after the Letting. The Department will not accept a SAPP that 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 failure to comply the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, may deny authorization to bid the project if re-advertised for bids and may not allow the bidder to participate on subsequent Lettings.

Submittal and approval of the bidder's SAPP is a condition of award.

The SAPP is to be submitted to the Bureau of Design & Environment, Contracts Office, Room 326, 2300 South Dirksen Parkway, Springfield, IL 62764. Voice 217-782-7806. Fax 217-785-1141. It is the bidder's responsibility to obtain confirmation of delivery.

The requirements of this Public Act are a material part of the contract, and the contractor shall require this provision to be included in all approved subcontracts. The contractor shall submit the correctly completed SAPP Certification Form BC 261 for each subcontractor with the Request for Approval of Subcontractor Form BC 260A.

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may 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 NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES ___ NO ___
3. 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 per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: *Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The 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**

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$102,600.00 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$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

- 3. 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 aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

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

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor 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 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 any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

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

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

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

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Representative

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

<input type="checkbox"/>	_____	_____
	Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Project BRM-8003(103)
Route FAU 1248 (Old Elm Road)
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) _____ persons will be employed by subcontractors.

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Project BRM-8003(103)
Route FAU 1248 (Old Elm Road)
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 the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

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

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

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

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

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

Attest _____
Signature _____
Business Address _____

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



Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

their respective officers this _____ day of _____ A.D., _____ .

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,

County of _____

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

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

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

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

My commission expires _____

Notary Public

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



Electronic Bid Bond ID# _____

Company / Bidder Name _____

Signature and Title _____

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Project BRM-8003(103)
Route FAU 1248 (Old Elm Road)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 25, 2008. 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. 63020
LAKE County
Section 99-00080-00-BR (Lake Forest)
Project BRM-8003(103)
Route FAU 1248 (Old Elm Road)
District 1 Construction Funds**

Remove existing bridge and replace with a semi integral steel beam bridge with reconstructed roadway, sidewalks and sanitary sewer removal and replacement on Old Elm Road over the Skokie River in Lake Forest.

- 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, 2008

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-07) (Revised 1-1-08)

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BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2008 Lettings

The following special provisions indicated by an "X" are applicable to this contract. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
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80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
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5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
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* 80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193			Concrete Barrier	Jan. 1, 2008	
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80029	57	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
80178			Dowel Bars	April 1, 2007	Jan. 1, 2008
80167			Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
80190			Engineer's Field Office (Long Distance Bill)	Nov. 1, 2007	
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80189	66	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180			Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
80169			High Tension Cable Median Barrier	Jan. 1, 2007	
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
* 80181	68	X	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
* 80201	70	X	Hot Mix Asphalt – Plant Test Frequency	April 1, 2008	
* 80202	72	X	Hot Mix Asphalt - Transportation	April 1, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80196			Mast Arm Assembly and Pole	Jan. 1, 2008	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082			Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80022	73	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
80170			Portland Cement Concrete Plants	Jan. 1, 2007	
80171			Precast Handling Holes	Jan. 1, 2007	

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172		Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	75	X Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	76	X Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
80184		Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80131	78	X Seeding	July 1, 2004	Aug. 1, 2007
80152	80	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132		Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80197	85	X Silt Filter Fence	Jan. 1, 2008	
80127		Steel Cost Adjustment	April 2, 2004	April 1, 2007
80203	86	X Steel Inserts and Brackets Cast into Concrete	April 1, 2008	
80153	87	X Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	88	X Stone Gradation Testing	Nov. 1, 2007	
80143	89	X Subcontractor Mobilization Payments	April 2, 2005	
80075		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	90	X Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176	91	X Thermoplastic Pavement Markings	Jan. 1, 2007	
80161		Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	93	X Training Special Provisions	Oct. 15, 1975	
80185		Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs	April 1, 2007	
80162		Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
80149		Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80163		Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071		Working Days	Jan. 1, 2002	
80204		X Woven Wire Fence	April 1, 2008	

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

80187 Legal Requirements to be Observed

The following special provisions are in the 2008 Supplemental Specifications and Recurring.Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80168	Errata for the 2007 Standard Specifications	Supplemental	Jan. 1, 2007	Aug. 1, 2007
80142	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Article 1102.3	Jan. 1, 2005	Jan. 1, 2007
80148	Planting Woody Plants	Section 253	Jan. 1, 2006	
80160	Reflective Crack Control Treatment	Section 443, Article 1062.04	April 1, 2006	Jan. 1, 2007
80154	Turf Reinforcement Mat	Section 251	Nov. 1, 2005	Jan. 1, 2007

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, and the "Manual of Test Procedures for Materials, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the rehabilitation of the Old Elm Road Bridge over the Skokie River in the City of Lake Forest, Section 99-00080-00-BR, Lake County, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

OLD ELM ROAD BRIDGE
PROJECT NO. BRM-8003 (103)
SECTION 99-00080-00-BR
JOB NO. C-91-405-01
CITY OF LAKE FOREST
LAKE COUNTY

Structure No.
049-6870

LOCATION OF PROJECT

This project is located approximately 0.4 miles east of U.S. Hwy. 41 on Old Elm Road. The Old Elm Road Bridge crosses the Skokie River in south Lake Forest in Lake County. Old Elm Road forms the border between the City of Lake Forest and City of Highland Park. The project length is 375 ft (0.07 miles).

DESCRIPTION OF EXISTING STRUCTURE TO BE REMOVED

The Old Elm Road Bridge (S.N. 049-6863) is a single span bridge over the Skokie River. It has a total length of 35 ft - 5½ in., back-to-back of the abutments, and was constructed with a 25° right skew. The structure is comprised of five, cast-in-place, reinforced concrete T-beams spaced at approximately 6 ft - 9 in. on center. The overall beam depth and stem width are 2 ft - 6 in. and 1 ft - 5 in., respectively. The concrete deck was specified as 6 in.; however, coring determined that the deck thickness ranges between 6¼ in. and 7-7/8 in. The asphalt overlay, atop the concrete deck, varies in thickness between 2½ in. and 4¼ in. The bridge was built in 1925 and the sidewalks were reconstructed/widened around 1967. The reconstructed sidewalks have been doweled into the existing superstructure and are supported by a prestressed hollow-core beam measuring 4 ft wide by 1 ft - 5 in. deep.

On the bridge structure, the roadway is approximately 30 ft wide from curb to curb and accommodates two traffic lanes. The transverse bridge width is 40 ft, which accommodates two 15 ft traffic lanes and a 5 ft raised sidewalk on each side of the bridge structure. Each sidewalk has 3 ft high steel bridge railings and is separated from traffic by a 9 in. barrier curb. The current bridge has no lighting. Presently, only Lake Forest has an adjoining sidewalk to the bridge.

The structure is located in an urban area with a posted 30-mph speed limit. The bridge is situated within a 73 ft wide existing right-of-way (R.O.W.), which includes 33 ft on the Lake Forest side to the north and 40 ft on the Highland Park side to the south. The centerlines of the bridge and Old Elm Road coincide with the centerline of the right-of-way. The City of Lake Forest has maintenance responsibilities for the structure and roadway.

The present condition of the bridge deck, concrete superstructure, and abutments is poor. The concrete deck below the asphalt overlay exhibits freeze/thaw (F/T) damage in the area below the curb lines. The deck soffit also has many areas of cracking, efflorescence, corrosion staining, concrete delaminations, exposed reinforcement, and honeycombing. The concrete T-beams also display similar deterioration. The concrete abutments are experiencing deterioration similar to the deck and T-beams. Cracking, efflorescence, corrosion staining, and spalling were observed at various locations in each abutment, especially in the concrete diaphragm between the T-beams.

Description of Project

This improvement consists of the removal and replacement of the single-span, cast-in-place concrete T-beam bridge superstructure and related site work. Ancillary roadway and sidewalk improvements are required in the right-of-way. The work to be performed under this contract consists of the following work tasks:

- Removal and replacement of the bridge deck on the bridge structure.
- Removal of the existing concrete T-beam superstructure and replacement with hot-dipped galvanized steel girders.
- Removal of the existing abutment walls and adjoining wing walls. Installation of new drilled shaft foundations, and replacement abutment wall and wing walls.
- Installation of temporary drainage control structures to divert the river flow during construction.
- Reconstruction of wider sidewalks and decorative aesthetic bridge railing on both sides of the bridge.
- Partial concrete removal and replacement of the adjacent approach slabs on the east and west sides.
- Replacement of the expansion joint system at the east and west ends of the bridge and replacement with a joint in the approach slab.
- Replacement of the deck drains.
- Construction of a temporary detour route.
- Rip-rap stone erosion control on the side slopes.
- Removal and replacement of sanitary sewer at the north end of the bridge.

In addition to the above, the Contractor shall provide all incidental and collateral work necessary to complete the project as shown on the contract plans and described herein.

Description of Superstructure

The new superstructure is designed as a semi-integral abutment bridge. Special construction techniques and procedures are noted on the drawings as appropriate.

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

The utility companies involved in this project have provided the estimated dates:

Name of Utility	Type	Location	Estimated Date of Start and Completion of Relocation or Adjustment
City of Lake Forest	12 in. diameter sanitary sewer	Bridge	During Construction
North Shore Gas	4 in. diameter main	Bridge	During Construction

Contractor is responsible for the work mentioned below as specified in Bridge Contract:

A. North Shore Gas

North Shore Gas has indicated that they may temporarily route their gas main within the runaround during construction.

1. North Shore Gas is to furnish all the materials to complete installation. North Shore Gas will install all hangers, cables and conduits.
2. Contractor shall install coil loop inserts (furnished by North Shore Gas) in the bottom of the slab.

B. City of Lake Forest

At the request of the City of Lake Forest, the 12" sanitary sewer line at the north end of the bridge will be replaced. The Contractor shall coordinate with the City of Lake Forest for removal and replacement of this line during construction, including requirements for pumping during all phases of replacement. Under no circumstances shall the Contractor perform open excavation to remove and replace this pipe. Extraction and replacement shall be conducted through the use of auger pits located outside the Skokie River limits.

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 107.26 of the Standard Specifications shall apply.

RESTRICTION HOURS

The bridge structure is located in a residential area in Lake Forest. The Contractor shall limit his work operations to the daylight hours of 7:00 a.m. to 7:00 p.m., on weekdays, to minimize noise disruption to surrounding residences. Weekend work will be permitted only if permission is obtained from the City Engineer. Weekend hours shall be limited to 9:00 a.m. to 6:00 p.m.

It will be the Contractor's responsibility to notify the Lake Forest and Highland Park Police Departments regarding the weekend work to minimize possible inconvenience to the surrounding residences.

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985 Revised: January 1, 2007

Revise Article 108.05 (b) of the Standard Specifications as follows:

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, Friday **November 21, 2008** except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within **ten (10)** working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985 Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of **\$1,500.00**, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to

recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day shown on the calendar and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

Effective: September 1, 1995 Revised: January 1, 2007

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Basis of Payment. This work will be paid for at the contract unit price each for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR.

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:

701901 Traffic Control Devices
720001 Sign Panel Mounting Details

DETAILS:

Signage on Detour Plan (Sheet 6)

SPECIAL PROVISIONS:

Traffic Control and Protection for Temporary Detour

RAISED REFLECTIVE PAVEMENT MARKERS (BRIDGE)

Effective: January 1, 1995

Revised: January 1, 1997

The placing of permanent snowplow resistant raised reflective pavement markers (bridge) and the reflective elements shall meet the applicable requirements of Sections 781 and 1096 of the Standard Specifications and as specified herein.

The markers shall be used on bridge deck type roadways where a shallow installation depth is required. The markers shall consist of an iron casting to which is attached a replaceable prismatic retroreflector for reflecting light from single or opposite directions as specified. Both ends of the bi-directional casting shall be shaped to deflect a snowplow blade. The bottom of the casting shall incorporate two parallel keels accurately shaped web design to fit into a shallow ground surface.

The markers shall be Stimsonite Model 96 LPS (shallow depth low profile) markers, or equivalent, with an installed height approximately 6 mm (0.25 inches) above the roadway surface.

The overall dimensions shall be approximately 235 mm (9.25 inches) long by 149 mm (5.86 inches) wide and a maximum of 32 mm (1.25 inches) high. The surface of the keel and web shall be free of scale, dirt, rust, oil, grease or any other contaminant that might reduce its bond to the epoxy adhesive.

Basis of Payment: This work will be paid for at the contract unit price each for RAISED REFLECTIVE PAVEMENT MARKER (BRIDGE), which price shall include furnishing the marker, complete with reflector, cutting the pavement, and installing the marker.

CLEARING, TREE REMOVAL AND PROTECTION, CARE AND REPAIR OF EXISTING PLANT MATERIAL

This item shall conform to the requirements of Section 201, *Clearing, Tree Removal and Protection, Care and Repair of Existing Plant Material*, of the Standard Specifications (2002 Edition), except as modified herein:

Revise Article 201.05(a) of the Standard Specifications to read:

“(a) Temporary Fencing. The Contractor shall manually erect a temporary fence at locations as designated on the plans and as directed by the Engineer. The temporary fence work shall be chain link fencing. The fence shall be 4’ in height with steel supporting posts 6’ to 8’ on center. The posts shall be driven into the ground to hold the fence in an upright position throughout construction on the site.”

Revise Article 201.11(b) of the Standard Specifications to read:

“(b) Protection of Existing Plant Material. This work will be paid for at the contract unit price each for TREE TRUNK PROTECTION.”

MANHOLES TO BE ADJUSTED
(SPECIAL)

This work shall consist of adjusting sanitary manholes at the locations shown on the Plans. This work shall conform to Section 602 of the Standard Specifications except as described herein and as shown on the Plan details.

A pre-formed and trowelable bituminous joint sealant shall be placed between adjusting rings. The pre-formed bituminous joint sealant shall be Kent-Seal, Ram-Nek, E-Z Stick or an Engineer approved equal. The minimum dimensions of the pre-formed material shall be ½-inch square.

This item shall be paid for at the contract unit price each for MANHOLES TO BE ADJUSTED (SPECIAL).

INLETS TO BE ADJUSTED
(SPECIAL)

This work shall consist of adjusting storm sewer inlets at the roadway locations affected by construction. This work shall conform to section 603 of the Standard Specifications except as specified herein and as shown on the plan details.

This item shall be paid for at the contract unit price each for INLETS TO BE ADJUSTED (SPECIAL).

TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

The Contractor shall be responsible for all signing, traffic control, and protection of this project in accordance with applicable parts of Section 700 of the Standard Specifications and the latest edition of the State of Illinois Manual on Uniform Traffic Control Devices. Streets under construction may be closed to through traffic during construction with the consent of the Engineer. The Contractor shall follow the Highway Standards provided in the plans and complete the work as directed by the Engineer.

This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

Traffic Control and Protection shall be provided as called for in the Plans, these Special Provisions, applicable Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange his operations to keep delays or the closing of any lane of the roadway to a minimum.

All traffic control devices used on this project shall conform to the Plans, Special Provisions,

Traffic Control Standards, Traffic Specifications and the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways. No modification of these requirements will be allowed without prior approval of the Engineer.

Traffic control devices include signs and their supports, signals, pavement markings, barricades with sand bags, barrels, channeling devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.

The initial erection of a traffic control installation shall not include devices that are bent, scratched, faded, worn, and dirty or otherwise present a shabby appearance. The Contractor is required to conduct routine inspections of the work site at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, and the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, the materials used shall totally block out reflectivity for the sign and shall cover the entire sign. The Engineer shall approve the method used for covering the signing.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed and maintained by him/her under this Contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until authorization for relocation or removal is received from the Engineer.

The Contractor shall ensure that all traffic control devices installed by him/her are operational, functional and effective 24 hours a day, including Sundays and holidays. This item includes all signs, signals, electric arrow boards, reflectorized paint lines and markings, traffic cones, barricades, warning lights, drums, flagmen, and other traffic control devices required for the type of operation being performed. The Contractor shall at all times conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience and safety of the general public and of residents along the site shall be provided for in an adequate and satisfactory manner.

All of the contractor's workers must wear reflective orange vests at all times during work operations.

The contractor shall obtain, erect, maintain and remove all signs, markings, barricades, electric light arrow boards, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic and or pedestrians. Placement and maintenance of all traffic control devices shall be as directed by the Engineer, and in

accordance with the plans, attached standards, applicable parts of Article 107.14 of Standard Specifications and the Manual on Uniform Traffic Control Devices for Streets and Highways.

The Contractor shall clean the pavement of all dust, dirt and debris at the end of each day's operation and as required at other times. Nails should never be allowed lying on the pavement.

The Contractor shall replace any traffic control device, which has become ineffective due to damage or defacement. All traffic control devices shall be kept clean and neat in appearance. Barricades placed in excavated areas shall have leg extensions to maintain proper barricade height above the traveled way.

All barricades or signs shall be equipped with highly reflectorized covering and flashing amber warning lights. Construction signs necessary only during working hours shall be removed or covered during non-working hours.

Barricades used for channelization or delineation and warning signs shall be sequentially placed in the direction of the traffic flow and removed in reverse order. Lane closure signs and flagmen signs shall be erected prior to barricades and/or cones, and shall remain erected until such time as all traffic control devices have been removed from the pavement.

The Contractor shall also provide a list of three persons who can be contacted on a 24-hour basis to handle barricading, or other problems relating to the construction activity. These emergency response persons shall be capable of responding within 1 hour after notification by the City. If there has been no response within 1 hour after notification, the City will respond at a cost of \$40 per hour (1 man plus truck) with a minimum charge of two hours plus materials. This charge will be deducted from payments to the contractor.

Failure to comply with directions from the Engineer for correction of or changes to traffic control devices will result in a charge of \$500.00 per day.

The work zone and all effort included in the management of traffic will be paid for at the contract **EACH** price for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR. The price shall include all labor, materials and equipment necessary to provide, erect and maintain all traffic control and protection as outlined in these specifications and as directed by the Engineer. No additional compensation shall be made.

PORTLAND CEMENT CONCRETE SIDEWALK, 5"
(SPECIAL)

This item shall conform to the requirements of Section 424, *Portland Cement Concrete Sidewalk*, of the Standard Specifications (2002 Edition), except as modified herein:

Materials

Reinforcement: The new sidewalk shall be reinforced with 6 x 6 - W2.9 x W2.9 welded wire fabric in sheet stock. Rolled fabric is not permitted.

Construction

The mesh reinforcement shall be accurately placed at mid-depth of the sidewalk cross-section by using chairs, bolsters, or equivalent spacing devices. This work shall include all reinforcement, required expansion joints, and special texturing.

Basis of Payment

This work will be paid for at the Contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5" (SPECIAL).

ELASTOMERIC BEARING ASSEMBLY - TYPE I

This item shall conform to the requirements of Section 1083, *Elastomeric Bearings*, of the Standard Specifications (2008 Edition), except as modified herein:

Materials

Bearing Assembly: The Type I bearing assembly shall conform to the State Standards, except as modified in the drawings (Sheet S-15).

Basis of Payment

Elastomeric bearing assemblies, furnished and installed, including the elastomer, structural steel bearing plates, stainless steel sheets, side retainers, removal of the existing anchor bolts, and other component parts, as specified, will be paid for at the contract unit price each for ELASTOMERIC BEARING ASSEMBLY TYPE 1 of the type designated. When an Elastomeric Bearing Assembly is requested by the Department for testing, the furnishing and delivering of the additional assembly will be paid for in accordance with Article 109.04.

CONCRETE STRUCTURES

Description

This item shall conform to the requirements of Section 503, *Concrete Structures*, of the Standard Specifications (2002 Edition), except as modified herein:

General

The cast-in-place capstone details on the wing wall (substructure) concrete surfaces are considered exposed to view and hence shall be subject to architectural concreting requirements for forming and finishing.

Materials

Formwork

General: Design, erect, support, brace, and maintain formwork to support vertical, lateral,

static and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for railing concrete surfaces exposed to view.
2. Provide Class C tolerances for other concrete surfaces

Construction

Construct forms to sizes, shapes, lines, and dimensions shown and to obtain accurate alignment, location, grades, level, and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in the Work. Use selected materials to obtain required finishes. Solidly butt joints and provide backup at joints to prevent cement paste from leaking.

Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like for easy removal.

Provide temporary openings for clean-outs and inspections where interior areas of formwork is inaccessible before and during concrete placement. Securely brace temporary openings and set tightly to forms to prevent losing concrete mortar. Locate temporary openings in forms at inconspicuous locations.

Chamfer exposed corners and edges using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.

Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.

Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before placing concrete. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

Formwork shall conform to tolerances for formed surfaces as defined in ACI 301.

Preparing Form Surfaces

General: Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement. Consult with silane manufacturer to insure form release agent is compatible with product.

Do not allow excess form-coating material to accumulate in forms or come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply according to

manufacturer's instructions.

Coat steel forms with a non-staining, rust-preventative material. Rust-stained steel formwork is not acceptable.

Finishing Formed Surfaces

Rough-Formed Finish: provide a rough-formed finish on formed concrete surfaces not exposed to view in the finished Work or concealed by other construction. This is the concrete surface having texture imparted by form-facing material used, with tie holes and effective areas repaired and patched, and fins and other projections exceeding ¼ in. in height rubbed down or chipped off.

Smooth-Formed Finish: Provide a smooth-formed finish on formed concrete surfaces exposed to view or to be covered with a covering material applied directly to concrete, such as waterproofing, painting, or another similar system. This is an as-cast concrete surface obtained with selected form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch defective areas with fins and other projections completely removed and smoothed.

Basis of Payment

This work will not be paid for as a separate item, but shall be considered included in the casting of the decorative railing for the class of concrete specified.

PERMANENT SURVEY MARKER (SPECIAL)

This item shall conform to the requirements of Section 667, *Drainage Markers and Permanent Survey Markers*, of the Standard Specifications (2008 Edition), except as modified herein:

Materials

This work shall consist of installing a permanent brass survey marker as supplied by the City of Lake Forest. This work shall also include all setting and patching grouts, and hardware necessary to complete the work.

Basis of Payment

This work will be paid for at the Contract unit price per each for PERMANENT SURVEY MARKER (SPECIAL).

PRECAST CONCRETE - RAILING COMPONENTS (Special)

This item shall conform to the requirements of Section 504, *Precast Concrete Structures*, and Section 1020, *Portland Cement Concrete*, of the Standard Specifications (2007 Edition), except as modified herein:

General

This work shall consist of the furnishing and installation of the precast railing components, which include the precast capstones (or rail caps). This work shall also include all setting and patching grouts, and hardware necessary to complete the work.

Materials

Coarse Aggregate for Precast Capstones: A river run, rounded pea gravel with 3/8 in. (10 mm) maximum size.

Submittals: Precast mix designs shall be submitted to the Engineer for approval 14 days prior to precast concrete casting.

Formwork

General: Design, erect, support, brace, and maintain formwork to support vertical, lateral, static and dynamic loads that might be applied until concrete structure can support such loads. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain formwork construction tolerances and surface irregularities complying with the following ACI 347 limits:

1. Provide Class A tolerances for precast capstones surfaces exposed to view.

Construction Procedures

The Contractor or precast concrete supplier shall coordinate and field verify all dimensions, as necessary. This coordination is anticipated to be performed during precast capstone (rail cap) fabrication, as field adjusted dimensions may be required based on actual dimensions of the cast-in-place concrete walls below the capstones.

Form oils or form release agents must be compatible and non-deleterious to later silane penetrations. Form release residue shall be removed by light sandblasting prior to precast installation.

Lifting inserts are prohibited in the precast members. Lifting and handling shall be performed using suitable nylon lifting straps.

Basis of Payment

Payment for precast concrete work items, listed below, will be made at Contract unit price for each or per foot for the size, shape and type specified in the Plans, which payment shall constitute full compensation for manufacturer's certification and testing, handling, transporting, shipping, furnishing and installing the precast concrete and all materials, labor, tools, equipment and incidentals necessary to complete the work.

<i>Item</i>	<i>Unit</i>	<i>Quantity</i>	<i>Quantity</i>
Precast Concrete Caps	Foot		

STAINLESS STEEL RUB PLATE ASSEMBLY

This item shall conform to the requirements of Section 1006, *Metals*, of the Standard Specifications (2007 Edition), except as modified herein:

Materials

Stainless Steel Plate: Stainless steel plate shall be Type 316 of the thickness and size shown on the abutment drawings.

Stainless Steel Stud Shear Connectors: Headed stud concrete anchors for the rub plates in the abutment shall be Type 316L stainless steel stud anchors as manufactured by Nelson Stud Welding, or an approved equal.

Basis of Payment

Stainless steel rub plate assemblies, furnished and installed, including the stainless steel plates, stainless steel headed studs, and other component parts, as specified, will be paid for at the contract unit price each for STAINLESS STEEL RUB PLATE ASSEMBLY.

STAINLESS STEEL FLASHING

Description

This item shall include the furnishing of all materials, labor, materials, equipment and supervision with incidental services necessary to complete all sheet metal flashing work as indicated on the Drawings and specified herein, including but not limited to the following:

1. At inlet openings in the "floating" approach slab,
2. Other locations designated on the drawings.

Materials

Stainless Steel: Shop fabricate metal flashing and similar items to comply with profiles and sizes shown and to comply with standard industry details as shown by Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) in the "Architectural Sheet Metal Manual." Fabricate new work from 22 gauge (0.0312 in. thick) Type 316 stainless steel sheet.

A suggested manufactured flashing system is the Sandell Pre-Formed Metal Flashing, Sandell Manufacturing, 4800 South Central Avenue, Stickney Township, IL 60638 (708-594-2995), or an approved equal.

Sealant: The sealant material shall be a neutral-cure silicone sealant such as Contractors NSCS 1800 Series or Sil Glaze II SCS 2800 Series one-component silicone weatherproofing sealant manufactured by GE Silicones, Waterford, New York 12188, or an approved equal. Any required primers shall be as specified or required by the manufacturer.

Construction

Examine the surface condition of the substrate under which sheet metal is to be installed. Do not proceed with new installation until unsatisfactory conditions have been corrected in a manner approved by the Engineer. Clean the substrate of obstructions and substances detrimental to the work.

Proceeding with the work shall signify the Contractor's acceptance of the substrate being covered by the new sheet metal installation.

Fabrication and Installation

Shop-fabricate new sheet metal shapes as long as practical to adequately provide for expansion and contraction; finish water and weather-tight throughout. Lines, rises and angles shall be sharp and true. Plain surfaces shall be free from waves or buckles.

Application of Sealant

Galvanized steel surfaces to receive sealant shall be clean and free of oil, grease and other foreign substances prior to sealant installation. Regardless of the amount of time that has passed since galvanizing, all galvanized steel surfaces that are to receive sealant shall be cleaned according to ASTM D 6386 Section 5.3 by one of the following methods:

- aqueous alkaline cleaning
- solvent cleaning
- hand or power tool cleaning.

Application of the sealant may be by cartridge type caulk gun or bulk type, either hand or air pressure activated. Along the properly prepared joint, apply the sealant as a full bead starting from the bottom of the vertical joint and working up, as applicable. Push the bead ahead of the nozzle to insure complete filling of the joint. Air pockets or voids throughout the joint cross-section are not acceptable. Neatly tool the joint and remove masking tape before sealant skins over. Tooling with soap or detergent solutions is not recommended

Basis of Payment

Stainless steel flashing assemblies, furnished and installed, including the sheet metal, fabrication, sealant, all cleaning, and other component parts, as specified, will be included in the contract unit price for INLETS, TYPE A, TYPE 11 FRAME AND GRATE.

SPLIT RAIL FENCE

Description

This item shall include the furnishing of all materials, labor, materials, equipment and supervision with incidental services necessary to reconstruct in-kind or construct new a rustic, split cedar split rail fence.

Materials

Wood: Rough split western cedar. Posts shall be approximately 4 in. by 6 in. nominally and rails shall be approximately 4 in. by 4 in. nominally.

Fasteners: Any fasteners used to connect the cedar together shall be Type 304 or 316 stainless steel deck-type screws.

Basis of Payment

Rustic, split cedar split rail fence, furnished and installed, including the posts and rails, and other component parts, as specified, will be paid for at the contract unit price per foot for SPLIT RAIL FENCE.

POROUS GRANULAR EMBANKMENT (SPECIAL)

Description

This work shall consist of furnishing, and placing porous granular backfill (special) material behind the abutment wall and wingwalls over the caisson cap and behind the semi-integral abutment diaphragms, as detailed on the plans, according to Section 207 except as modified herein.

Materials

The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction

The porous granular embankment (special) shall be installed according to Section 207, except that it shall be un-compacted.

Basis of Payment

This work will be paid for at the contract unit price per Cubic Yard for POROUS GRANULAR EMBANKMENT (SPECIAL).

BRIDGE APPROACH PAVEMENT (SPECIAL)

Description

This work shall consist of installing a bridge approach pavement as part of the semi-integral

abutment bridge, and as detailed on the plans, similar to Standard 420401-06 except as modified herein. The Bridge Approach Pavement (Special) shall incorporate an integral 9 in. curb and "floating" sidewalk on sleeper slab section near the bridge. The approach pavement shall also be placed over polyethylene sheeting to reduce the sub-grade friction and un-compacted porous granular embankment (special) near the end diaphragms.

Construction

The Bridge Approach Pavement (Special) shall be constructed per the plans, with reference to Standard 420401-06. No longitudinal construction joint will be permitted in the center of the pavement; the pavement shall be cast in one placing operation.

Basis of Payment

This work will be paid for at the contract unit price per Square Yard for BRIDGE APPROACH PAVEMENT (SPECIAL).

**PORTLAND CEMENT CONCRETE PAD
(SPECIAL)**

Description

This work shall consist of installing an approach pavement concrete pad as part of the semi-integral abutment bridge pavement, and as detailed on the plans, similar to Standard 420401-06 except as modified herein. The approach pavement concrete pad shall be of the thickness shown on the drawings, incorporate Ultra-High Strength Molecular Weight (UHMW) plastic sheet to reduce sliding resistance, and contain a drainage trough below the expansion joint seal to prevent possible moisture damage to the sliding surface should future joint seal leakage occur. A possible source of the UHMW plastic sheet is McMaster-Carr Supply, Chicago, Illinois, or equal.

Construction

The Portland Cement Concrete Pad (Special) shall be constructed per the plans, with reference to Standard 420401-06. No construction joints will be permitted.

Basis of Payment

This work will be paid for at the contract unit price per Square Yard for PORTLAND CEMENT CONCRETE PAD (SPECIAL).

**SANITARY SEWER REMOVAL AND REPLACEMENT, 12"
(SPECIAL)**

Description

This work shall consist of removing and replacing the 12-inch sanitary sewer line between manholes north of the roadway as shown on Sheet 10. Work shall be performed in accordance with Section 563, where applicable, except as specified herein.

Materials

The replacement 12-inch pipe shall be ductile iron CL.52 conforming to ANSI/AWWA C151/A21.51 with mechanical joints conforming to ANSI/AWWA C111/A21.11. Where required, the steel encasement shall be 20-inch diameter with a minimum thickness of 1/4-inch and shall conform to ASTM A139 and A283.

Construction

Removal of the existing sanitary sewer line shall be conducted using auger pits located outside of the Skokie River limits. Under no circumstances shall the Contractor perform open excavation in the channel to remove and replace the sanitary line without prior approval from the Army Corps of Engineers and the City of Lake Forest.

Unless directed otherwise by the City of Lake Forest, the existing pipe inverts as verified in the field shall be maintained at all locations, including at the existing manholes that are to remain. At locations where the sanitary line penetrates the new bridge structure, the pipe shall be sleeved in a 20-inch steel pipe conforming to the above material requirements. The pipe sleeve shall extend 5 feet beyond the proposed abutment and wingwalls at all locations of penetration.

Basis of Payment

This work will be paid for at the contract unit price per Foot for SANITARY SEWER REMOVAL AND REPLACEMENT, 12" (SPECIAL).

**LIGHTWEIGHT AGGREGATE GRANULAR BACKFILL
(SPECIAL)**

Description

This work shall consist of furnishing, and placing lightweight aggregate granular backfill (special) material behind the abutment walls, and as detailed on the plans, according to Section 207 except as modified herein. The lightweight aggregate granular backfill shall exert a maximum equivalent fluid (soil) pressure of 20 pounds per cubic foot (pcf).

Materials

The lightweight aggregate used for granular backfill shall be a commercially available lightweight coarse aggregate conforming to ASTM C330, and typically used to produce lightweight concrete. Furnish lightweight aggregate conforming to AASHTO M 195. Acceptable types of lightweight aggregate are as follows:

- Aggregate prepared by expanding or sintering products such as clay, shale, or slate.
- Aggregate prepared by processing natural materials such as pumice, scoria, or tuff.

The lightweight aggregate shall be *Haydite*, *Solite*, or an approved equal.

Construction

The lightweight aggregate granular backfill (special) shall be placed and installed according to Section 207.

Basis of Payment

This work will be paid for at the contract unit price per Cubic Yard for LIGHTWEIGHT AGGREGATE GRANULAR BACKFILL (SPECIAL).

**SPECIAL PROVISION
FOR
STRIP SEAL EXPANSION JOINT**

Description

General

This work shall consist of the furnishing and installation of closure devices in the expansion openings of the bridge decks. The particular devices to be installed shall be as detailed in the Plans, as described in the Special Provisions, as per manufacturer's recommendations and as approved by the Engineer.

Materials

Strip Seal Expansion Joint: The strip seal expansion joint system shall be the STEELFLEX Strip Seal Expansion Joint from the D.S. Brown Company, the WABO Strip Seal System from Watson Bowman Acme, or an approved equal. The system shall include the steel retainer angles, gland seal, lubricants, and all other materials required as shown on the plans.

Sidewalk Plate: ASTM F593 (AISI 316) stainless steel plate with countersunk stainless steel screws.

Stud Connectors: Stud connectors shall conform to the requirements of AASHTO M169 (ASTM A 108) cold drawn bars, Grades 1015, 1018 or 1020, either semi-or fully-kilned. Tensile requirements and tolerances shall be in accordance with the requirements of the AWS "Structural Welding Code" as modified by the AASHTO "Standard Specifications for Welding of Structural Steel Highway Bridges."

Extruded Steel Retainers and Steel Plate: All steel retainer rails and plates shall conform to the requirements of ASTM A36.

Shop Drawings

The Contractor shall submit shop drawings for all expansion joint closure devices. No materials detailed in the Plans and/or described in the Special Provisions, or covered by the shop drawings shall be delivered to the site of the work until the shop drawings have been accepted.

Construction Procedures

All construction and installation methods and procedures for expansion joint closure devices shall be in strict accordance with the Plans, the manufacturer's recommendations, the accepted shop drawings and as directed by the Engineer.

Prior to the start of any installation work, the Contractor shall submit the following documents to the Engineer:

- (a) Ten copies of the manufacturer's certification, certifying that all materials and components to be furnished are in compliance with the Plans and accepted shop drawings.

- (b) Ten copies of the manufacturer's recommendations for installation of the materials and components to be furnished, certified by the manufacturer to be current, accurate, and directly applicable to the materials and components to be delivered to the site of the work.

Any expansion joint closure device which, in the judgment of the Engineer, is not furnished and installed in total accordance with the Plans, the Special Provisions, the accepted shop drawings, or the manufacture's specifications shall be subject to rejection. Any such installation which is rejected shall be removed and replaced with material and in a manner acceptable to the Engineer at no additional cost to IDOT.

Construction Requirements

General

Expansion joint closure device for the new structures and for the existing structures shall be installed as specified on the plans to permit the freedom of movement.

Also included shall be the furnishing and installation or application of all necessary hardware, threaded studs, sealants, adhesives or other accessories required to complete this item as shown on the plans.

The Contractor shall establish the grade to which the STRIP SEAL EXPANSION JOINT device is to get placed based on the specified elevations of the finished bridge deck. The opening for the bridge expansion joint shall be formed with rigid forms and with the proper adjustment for temperature. The use of styrofoam will not be allowed.

The plates, angles or other structural shapes provided as expansion guards at joints between adjacent spans shall be accurately fabricated at the shop to conform to the section of the concrete floor. The fabrication shall conform to Section 505 of the Standard Specifications and painting shall conform to Section 506 of the Standard Specifications. The steel surfaces shall receive only the shop coat of paint. Bonding surfaces for strip seals and molded or extruded sealing elements shall not be painted.

Expansion guards shall be held securely in its correct position during the placing of the concrete. The joint clearance shall be adjusted according to the temperature at the time of placing so that the specified opening will be secured at a temperature of 50°F. The clearance for each 100 feet of bridge between the nearest fixed bearings each way from the joint shall be reduced 1/8 in. from the amount specified, for each 15 degrees that the temperature at the time of placing exceeds 50°F and increased 1/8 in. from the amount specified, for each 15 degrees that the temperature at the time of placing is below 50°F.

Installation

The metal extrusions shall be furnished in continuous lengths, except as otherwise required for crown breaks in the roadway surface or as necessary forth specified staging of the construction, and approved by the Engineer. The neoprene extrusion shall be furnished in one continuous, unbroken length for the entire roadway joint length. Metal extrusions shall be in place prior to placing the concrete deck or concrete overlay as shown on the plans. Prior to installation of the neoprene strip any butt joints in the metal extrusions or armor plates shall be sealed by welding.

The manufacturer of the expansion joint shall provide technical assistance, as required, at times and places mutually agreed upon by the Contractor and/or the Engineer and the manufacturer.

Method of Measurement

Strip seal expansion joint shall be measured for payment in feet. Measurement shall be along the centerline of each expansion closure, in place and accepted, from end to end, including parapet sections. This payment shall constitute full compensation for furnishing and installing all labor materials including structural steel, neoprene sealing elements, threaded rods, epoxy-grout, installing hardware, sealant and adhesive; shop drawings and certifications; furnishing manufacturer's specifications; and for all labor, equipment, tools and incidentals necessary to complete the work as specified.

Stainless steel plate shall be measured for payment in pounds (lbs). This payment shall constitute full compensation for furnishing and installing the stainless steel plate including the drilling and tapping of the expansion joint rails, stainless steel countersunk screws, and for all labor, equipment, tools, and incidentals necessary to complete the work as specified.

Basis of Payment

Payment for strip seal expansion joint for the type and size, complete, in place and accepted, and measured as specified, will be made at the Contract unit price per Foot for STRIP SEAL EXPANSION JOINT ASSEMBLY.

**SPECIAL PROVISION
FOR
FORM LINER TEXTURED SURFACE**

DESCRIPTION

General

This item consists of providing a textured surface to the exposed concrete walls as specified in the plans and in accordance with the details shown in the plans and these Special Provisions. The Contractor shall provide all labor, materials, tools, equipment, supervision and coordination to perform the work outlined in this section.

The forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the members as shown on the plans. The forms shall be properly braced or tied together to maintain position and shape. Forms shall be made sufficiently tight to prevent leakage of mortar.

Forms and form liners shall be in accordance with Section 503 of the Standard Specifications and the applicable portions of the ACI 347, Formwork for Concrete, published by the American Concrete Institute.

The Contractor shall submit layout or shop drawings for the form liner pattern and installation for examination by the Engineer. If such plans are not satisfactory to the Engineer, the Contractor shall make such changes in them as may be required, but it is understood that the Engineer's concurrence in the use of the plans submitted or corrected shall in no way relieve the Contractor of responsibility for obtaining satisfactory results.

Design and pattern of the concrete surface shall follow the manufacturer's standard drawing(s). Patterning of simulated stone masonry shall appear natural and non-repeating. Seam lines or match lines caused from two or more molds coming together will not be apparent when viewing final wall.

Qualifications of Contractor

Field Constructed Mock-Up: Prepare a mock-up showing the masonry pattern of the form liner. Purpose of the mock-up is to select and verify the masonry pattern and concrete stain to be used.

- A. Locate mock-up on site as directed by the Design or City Engineer.
- B. The mock-up shall be a minimum 5 ft x 5 ft x 6 in. thick.
- C. Include an area to demonstrate wall mold butt joint and if appropriate, continuation of pattern through expansion joint.
 - i. Approval by the Engineer shall serve as a standard of comparison with respect to overall appearance.
 - ii. General application to actual surfaces on the abutment wall shall not proceed until jobsite mock-up has been approved in writing by the Engineer.

MATERIALS

Form Liners:

Form liners shall be from one of the following manufacturers:

- A. The form liner system shall be manufactured by CUSTOM ROCK CONCRETE WALL SYSTEMS, Custom Rock International, St. Paul, Minnesota 55116, phone (612)-699-1345, or equal as approved by the Design or City Engineer.
- B. Other manufacturer's products will be considered, provided sufficient information is submitted at least 30 days prior to use to allow the Engineer to determine that products proposed are equivalent to those named.
- C. In considering alternate products, the City shall insure that the pattern, texture, and relief of the construction mock-up meets the design intent of the project.

Associated Materials:

The following materials shall be used with the wall system:

Simulated masonry molds: Reusable, made of high-strength urethane, easily attachable to forms. Molds shall not compress more than 1/4 in. when concrete is poured at rate of 10 vertical feet per hour. Molds shall be removable without causing deterioration of surface or underlying concrete. The wall mold pattern shall be a shallow joint rustic ashlar limestone pattern (No. 1103). The pattern shall be selected from the manufacturer's standard pattern inventory. For the structural design of the walls, an average pattern relief of 1¼ in. (32 mm) and maximum relief of 1¾ in. (44 mm) was assumed.

Release Agent: Compatible with simulated stone masonry molds and with color stain system to be applied to surface. Consult manufacturer.

Form ties: Shall be made of either metal or fiberglass. Using metal ties which result in a portion of the tie permanently embedded in the concrete shall be designed to separate at least one inch back from finished surface, leaving only a neat hole that can be plugged with patching material. Contractor shall submit the type of form ties to the Engineer for approval prior to use in this work,

Grout for simulated mortar joints: Custom Rock International Joint-Cote Expo 43 by Edison Chemical Systems, Inc., Waterbury, CT, D-J Grouting Mortar by Thoro Systems, Miami, FL, Tammspatch by Tamms Industries, Mentor, OH, or an approved equal.

CONSTRUCTION REQUIREMENTS

All form liner joints and tie holes shall be sealed in a manner approved by the Engineer to prevent leakage.

The temperature differential between the form liner and concrete shall not be greater than 40°F for normal ambient conditions. During cold weather, the form liner must be applied in the same ambient conditions as concrete placement is to take place. In ambient conditions above 90°F, form liner attachment must allow for thermal expansion.

The Contractor shall submit his/her proposed construction procedure, including but not limited to type of forms, type of mix, admixtures, type, depth, spacing, time of vibration, and curing for

the rustication of the outside face of the walls. The Contractor's method of obtaining the surface texture specified on the Plans shall be subject to approval by the Engineer.

The Contractor shall notify the Engineer at least 24 hours prior to placing concrete.

Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

Finishing the external surface of the wall shall be finished in accordance with Section 503 of the Standard Specifications, except as follows:

Depression resulting from the removal of ties, and holes left by attachments to rod or bolt anchorage's shall be carefully and neatly pointed with a color matched, non-shrink patching grout, as described below.

Forming Textured Concrete

Simulated stone masonry molds preparation: Clean and make free of buildup prior to each pour. Inspect for blemishes or tears. Repair if needed following manufacturer's recommendations.

Simulated stone masonry molds attachments: Place stone molds with less than 1/4 inch separation between them. Attach molds to form securely following manufacturer's recommendations.

Form release agent: Apply following manufacturers' recommendations.

Form stripping and related construction shall avoid creating defects in finished surface.

If the pattern selected has molds connecting through the middle of the stones, carefully remove the seam line created by abutting molds. Match the texture and shape of the surrounding stone, avoiding visible seams or mold marks.

Place form ties at thinnest points of molds (high points of finished wall). Neatly patch the hole remaining after disengaging the protruding portion of the tie so that it will not be visible after coloring the concrete surface.

Where an expansion joint must occur at a point other than at mortar or rustication joints, such as at the face of concrete texture which is to have the appearance of stone, consult manufacturer for proper treatment of expansion material.

Color Matched, Non-Shrink Patching Grout

Patching grout shall be a prepackaged mixture of Portland and Hydraulic cements with shrinkage compensating admixtures, graded sands and polymer modifiers. Prepackaged mixture shall include both grey and white cement (packaged separately). Samples of the grout shall be prepared utilizing white and grey cement in 1:1, 2:1, 3:1 and so forth. After samples have been dried, the cement ratio producing a color that most closely matches the area of textured surface to be repaired shall be utilized for the repairs, subject to the Engineer's approval.

Patching grout shall also meet the following requirements:

Flexural Strength	1.4 MPa (200 psi)
Bond Strength	9.0 MPa (1,300 psi)

Air pockets larger than 1 in. diameter in any form liner textured surface shall be pointed as specified in the foregoing paragraphs. Honeycombed areas larger than 2 in. in diameter (surface area) of ½ in. in depth shall be chipped out by the Contractor and inspected by the Engineer before being pointed. Pointed areas less than 6 in. in diameter shall be rubbed as described under "Patch Rubbed to Match" below. Larger areas shall be finished as described under "Formed Patch."

Formed Patch

Grind patch area to an even plane with surface laitance removed. Color match grout as described above in "Color-Matched, Non-Shrink Patching Grout" before application. Cast grout into form linear matching area to be repaired, strike off at nearest reveal or joint of form liner. Brace form liner cure for 48 hours and remove form. Butter back edges of patch and repair as noted in "Patch Rubbed to Match" below.

Patch Rubbed to Match

Surface requiring a rubbed finish shall be thoroughly wet with a brush and rubbed with a No. 16 carborundum stone, or an abrasive of equal quality, bringing the surface to a paste. The rubbing shall be continued sufficiently to remove all roughness and projections, producing a smooth dense surface free from pits and irregularities. The material which has been ground to a paste in the above process shall be carefully spread or brushed uniformly over the rubbed surface and permitted to reset. The final finish shall be obtained by a thorough rubbing with a No. 30 carborundum stone, or an abrasive of equal quality, first wetting with a brush as for the initial rubbing. The finish rubbing shall continue until the entire surface is of a smooth texture and uniform in color.

Patching material shall first be color matched, as described in "Color Matched, Non-Shrink Patching Grout" before application.

Fins and form lines, which project more than 10 mm (3/8 in.), shall be removed by chipping. If hand tools are not sufficient, a No. 16 carborundum stone or equal abrasive may be used.

When the surface of concrete that will be exposed to view shows a film of oil left from an excess of oil on the forms, or the concrete is oil-stained, or is otherwise not of uniform color, the Engineer may require the Contractor to patch as described above.

METHOD OF MEASUREMENT

The area that receives a formed, textured surface will be measured for payment and computed in square yards. Measurement will be made on the actual surface area having a formed, textured surface. Note that concrete is not paid for under this unit price item. Concrete is paid for separately as shown in the Summary of Quantities on Sheet 4 of the Plans.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard for FORM LINER TEXTURED SURFACE (SPECIAL) and shall include all labor, equipment, tools, and incidentals necessary to complete the work as specified.

**SPECIAL PROVISION
FOR
STAINING CONCRETE SURFACES**

DESCRIPTION

This item consists of providing and applying a concrete stain to the textured surface to replicate. The Contractor shall provide all labor, materials, tools, equipment, supervision and coordination to perform the work outlined in this section.

To expedite the opening of the bridge to traffic, the concrete staining work described herein shall be performed after the bridge is open to traffic. Daily shoulder closures, incidental to the traffic control pay item, shall be employed to protect laborers performing the staining work.

Final coloration of cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation, rusting and/or organic staining from soil and /or vegetation.

Qualifications of Contractor

The concrete stain applicator shall have a minimum of five (5) years demonstrated experience in applying stains to simulate rock. The Contractor shall submit appropriate experience, job listings, and project photographs from previous work.

Field Constructed Mock-Up: Prepare a mock-up showing the masonry pattern of the form liner. Purpose of the mock-up is to select and verify the masonry pattern and concrete stain to be used.

- A. Locate mock-up on site as directed by the Design or City Engineer.
- B. The mock-up shall be a minimum 5 ft x 5 ft x 6 in. thick.
- C. Apply the concrete stain to one side of the mock-up wall located on the jobsite. Stain shall be of type and color which will be used on actual walls. Application procedures and absorption rates shall be as hereinafter specified, unless otherwise recommended by the manufacturer in writing to achieve color uniformity.
 - i. Approval by the Engineer shall serve as a standard of comparison with respect to color and overall appearance.
 - ii. General application to actual surfaces on the abutment wall shall not proceed until jobsite mock-up has been approved in writing by the Engineer.
- D. After concrete work on mockup is completed and cured for a minimum of 28 days, and after surface is determined to be acceptable for coloring, apply color stain system.
- E. After coloring is determined to be acceptable by the Architect/Engineer and Owner, construction of project may proceed, using mockup as quality standard.

Deliver materials in original and sealed containers, clearly marked with the manufacturer's

name, brand name, type of material, batch number, and date of manufacture.

Store concrete stain materials in an area where temperatures will not be less than 50°F (10°C) or more than 100°F (38°C) and in accordance with OSHA and local Fire Code Requirements.

Temperature and relative humidity conditions during time of concrete stain application shall be per manufacturer's application instructions. Do not apply materials under rainy conditions or within three (3) days after surfaces become wet from rainfall or other moisture. Do not apply when weather is foggy or overcast. Take precaution to ensure that workmen and work areas are adequately protected from fire and health hazards resulting from handling, mixing and application of materials. Furnish all the necessary equipment to complete the work. Provide drop cloths and other forms of protection necessary to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

Sequencing: Schedule color stain application with earthwork and back-filling of any wall areas making sure that all simulated stone texture is colored to the minimum distance below grade. Delay adjacent plantings until color application is completed. Coordinate work to permit coloring applications without interference from other trades.

MATERIALS

Concrete Stain

Special penetrating stain mix as provided by manufacturer, shall achieve color variations present in the natural stone being simulated for this project, as required by Design or City Engineer. Submit manufacturer's literature, certificates and color samples to the Engineer. The stain color shall be selected by the City Engineer from the stain manufacturer's standard colors after viewing the mock-up.

Stain shall create a surface finish that is breathable (allowing water vapor transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight or weathering. Stain mix shall be a water borne, low V.O.C. material, less than 180 grams/liter, and shall meet requirements for weathering resistance of 2000 hours accelerated exposure measured by the weathertural stone being simulated for this project.

Color stain system application: The rustic ashlar limestone patterned surface shall be stained with a minimum of three (3) colors to simulate the appearance of real rustic ashlar limestone, subject to approval on the field constructed mock-up. The stain applicator shall be the manufacturer or manufacturer's authorized representative.

CONSTRUCTION REQUIREMENTS

Applying Color Stain

All Simulated Stone surfaces that are to be stained and any patching that has been done in these areas shall be at least 30 days old.

Clean surface prior to application of stain materials to assure that surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's

instructions for surface preparation. Do not sandblast. Preferred method to remove latency is pressure washing with water, minimum 3000 psi (a rate of three to four gallons per minute), using fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids and unnatural form marks.

Surfaces to receive stain shall be structurally sound, clean, dry, fully cured, and free from dust, curing agents or form release agents, efflorescence, scale, or other foreign materials. Methods and materials used for cleaning of substrate shall be as recommended by the manufacturer of the water-repellent stain. Concrete shall be at least 30 days old prior to concrete stain application. Curing agents must be removed a minimum of 14 days prior to coating to allow the concrete to dry out.

The stain shall be thoroughly mixed in accordance with the manufacturer's directions using an air-driven or other explosion-proof power mixer. Mix all containers thoroughly prior to application. Do not thin the material.

Materials shall be applied at the rate as recommended by the manufacturer. Absorption rates could be increased or decreased depending upon surface texture and porosity of the substrate so as to achieve even staining.

Avoid staining the "mortar joints" by providing suitable protection over the joints during the staining process.

Where exposed soil or pavement is adjacent which may spatter dirt or soil from rainfall, or where surface may be subject to over spray from other processes, provide temporary cover of completed work.

METHOD OF MEASUREMENT

The area that receives a concrete stain will be measured for payment and computed in square yards. Measurement will be made on the actual surface area having a stained concrete surface, independent of the number of stain applications. Note that concrete is not paid for under this unit price item. Concrete is paid for separately as shown in the Summary of Quantities on Sheet 4 of the Plans.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per square yard STAINING CONCRETE STRUCTURES (SPECIAL) and shall include all labor, equipment, tools, and incidentals necessary to complete the work as specified.

**SPECIAL PROVISION
FOR
DRILLED SHAFT IN SOIL**

DESCRIPTION

General

This work shall consist of all labor, materials, equipment and services necessary to perform all operations to complete the drilled shaft installation in accordance with the details and dimensions shown on the plans, and as directed by the Engineer.

Qualifications of Contractor

The Contractor performing the work described in this Specification shall have installed drilled shafts of the diameter, length and location similar to or greater than those shown on the plans for a minimum of three (3) years prior to the bid date for this project.

Submittals

At the time of the preconstruction conference, the Contractor shall submit a list containing at least three (3) projects completed in the last three (3) years, which documents the Contractor or his Subcontractor has installed drilled shafts of a diameter and length similar to or greater than those shown on the plans. The Contractor shall also submit a signed statement indicating the Contractor has inspected both the project site and all the subsurface information including any soil or rock samples made available in the contract documents. The list of projects shall contain names and phone numbers of owner's representatives who can verify the Contractors' participation on those projects.

No later than one month prior to constructing drilled shafts, the Contractor shall submit an installation plan for review by the Engineer. This plan shall provide information on the following:

- A. Name and experience record of the drilled shaft superintendent in charge of drilled shaft operations for this project.
- B. List of proposed equipment to be used including cranes, drills, augers, baling buckets, final cleaning equipment, desanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casing, etc.
- C. Details of overall construction operation sequence and the sequence of shaft construction in bents or groups.
- D. Details of shaft excavation methods.
- E. When slurry is required, details of the methods to mix, circulate and desand slurry.
- F. Details of methods to clean the shaft excavation.

G. Details of reinforcement placement including support and centralization methods.

H. Details of concrete placement including proposed operational procedures for free fall, tremie or pumping methods.

The Engineer will evaluate the drilled shaft installation plan for conformance with the plans, Standard Specifications and Special Provisions. The Engineer will notify the Contractor of any additional information required and/or changes necessary to meet the contract requirements. All procedural approvals given by the Engineer shall be subject to trial in the field and shall not relieve the Contractor of the responsibility to satisfactorily complete the work as detailed in the plans and Specifications.

MATERIALS

Concrete

The concrete shall be Class SI conforming to Section 1020 of the Standard Specifications and as modified in these Special Provisions, except that the concrete shall attain a compressive strength of 27,580 kPa (4000 psi) and a modulus of rupture of 4,654 kPa (675 psi) at the age of 14 days when tested by the Department's methods.

The following table provides required slump values:

<u>Slump Range</u>	<u>Typical Condition</u>
180 mm + 25 mm (7 + 1 inch)	All conditions except placement under a drilling fluid.
200 mm + 25 mm (8 + 1 inch)	Placement under a drilling fluid.

High workability can be achieved with proper aggregate and sand gradations, water-cement ratios and appropriate admixtures such as, water reducing and air entraining agents. Angular crushed aggregates are harder to work than similar sized rounded aggregate. Sand content (by Unified Classification System) of the concrete mix should vary from 35 to 45 percent of total aggregate weight. An example aggregate gradation is shown below.

<u>Sieve Size</u>	<u>Passing By Weight (percent)</u>
19 mm (3/4 in.)	100
9.5 mm (3/8 in.)	60
4.75 mm (No. 4)	35
2.36 mm (No. 8)	30
1.18 mm (No. 16)	25
600µm (No. 30)	20
300 µm (No. 50)	10
150 µm (No. 100)	0

To insure against segregation, the maximum aggregate top size should be in the 19 mm (3/4")

range and the sand cement content should be high compared to the coarse aggregate content. If free fall placement is permitted, the maximum aggregate size should be reduced to 6.0 mm to 13.0 mm (1/4" to 1/2") to prevent segregation.

The Contractor shall submit his mix design and the results of compressive strength tests, certified by an approved laboratory, to the Engineer before placing concrete.

Reinforcement

Reinforcement shall be installed as shown on the plans. The Contractor shall provide suitable supports or chairs for holding and aligning the reinforcement away from the walls of the shaft excavation, so as to keep the reinforcement securely in proper position during concreting operations.

Reinforcement bars and ties shall be as specified and paid for under the item, REINFORCEMENT BARS of the Standard Specifications.

CONSTRUCTION REQUIREMENTS

General Methods and Equipment

The Contractor shall perform the excavations required for shafts, and bell footings if shown on the plans, through whatever materials are encountered, to the dimensions and elevations shown in the plans or otherwise required by the Engineer or as specified in the Special Provisions. The Contractor's methods and equipment shall be suitable for the intended purpose and materials encountered. The permanent casing method shall be used only at locations shown on the plans or when authorized by the Engineer. Blasting shall only be permitted if specifically stated on the plans or authorized in writing by the Engineer.

Dry Construction Method

The dry construction method shall be used only at sites where the groundwater level and soil conditions are suitable to permit construction of the shafts in a relatively dry excavation, and where the sides and bottom of the shaft may be visually inspected by the Engineer prior to placing the concrete. The dry method consists of drilling the shaft excavation, removing accumulated water and loose material from the excavation, placing the reinforcing cage, and concreting the shaft in a relatively dry excavation.

Wet Construction Method

The wet construction method may be used at sites where a dry excavation cannot be maintained for placement of the shaft concrete. This method consists of using water or mineral slurry to maintain stability of the hole perimeter while advancing the excavation to final depth, placing the reinforcing cage, and concreting the shaft.

Casing Construction Method

The casing method may be used either at sites where the dry or wet construction methods are

inadequate to prevent hole caving or excessive deformation of the hole. In this method, the casing may be either placed in a predrilled hole or advanced through the ground by twisting, driving or vibration before being cleaned out.

Excavation And Drilling Equipment

The excavation and drilling equipment shall have adequate capacity, including power, torque and down thrust, to excavate a hole of both the maximum diameter and to a depth of 20 percent beyond the depths shown on the plans.

The excavation and overreaming tools shall be of adequate design, size and strength to perform the work shown in the plans or described herein. When the material encountered cannot be drilled using conventional earth augers with soil or rock teeth, drill buckets, and/or underreaming tools, the Contractor shall provide special drilling equipment including but not limited to: rock core barrels, rock tools, air tools, blasting materials, and other equipment as necessary to construct the shaft excavation to the size and depth required. Approval of the Engineer is required before excavation by blasting is permitted.

Sidewall overreaming shall be required when the sidewall of the hole is determined by the Engineer to have either softened due to excavation methods, swelled due to delay in concreting, or degraded because of slurry cake buildup. Overreaming thickness shall be a minimum of 13 mm (1/2 inch) and a maximum of 75 mm (3 inches). Overreaming may be accomplished with a grooving tool, overreaming bucket or other approved equipment. The thickness and elevation of sidewall overreaming shall be as directed by the Engineer. The Contractor shall bear all costs associated with both sidewall overreaming and additional shaft concrete placement.

Excavations

The Contractor shall extend drilled shaft tip elevations when the Engineer determines that the material encountered during excavation is unsuitable and/or differs from that anticipated in the design of the drilled shaft.

The Contractor shall maintain a construction method log during shaft excavation. The log shall contain information such as: the description and approximate top and bottom elevation of each soil or rock material, seepage or groundwater, and remarks.

Excavated materials which are removed from shaft excavations shall be disposed of by the Contractor in a manner approved by the Engineer.

Any concrete over the theoretical amount required to fill any excavations for the shafts dimensioned on the plans shall be furnished at the Contractor's expense.

Casings

Casings shall be made of steel and shall be smooth, clean, watertight, and of ample strength to withstand both handling and driving stresses and the pressure of both concrete and the surrounding earth materials. The outside diameter of casing shall not be less than the specified size of shaft. No extra compensation will be allowed for concrete required to fill an oversized casing or oversized excavation. All casings, except permanent casing, shall be removed from

shaft excavations. Any length of permanent casing installed below the shaft cutoff elevation, shall remain in place.

When the shaft extends above ground or through a body of water, the portion exposed above ground or through a body of water may be formed with removable casing except when the permanent casing is specified. Removable casing shall be stripped from the shaft in a manner that will not damage the concrete. Casings can be removed when the concrete has attained sufficient strength provided: curing of the concrete is continued for the full 72-hour period according to the Specifications; the shaft concrete is not exposed to salt water or moving water for 7 days; and the concrete reaches a compressive strength of at least 17240 kPa (2500 psi) as determined from concrete cylinder tests.

Temporary Casing

All subsurface casing shall be considered temporary unless specifically shown as permanent casing in the contract documents. The Contractor shall be required to remove temporary casing before completion of concreting the drilled shaft. Telescoping, predrilling with slurry, and/or overreaming to beyond the outside diameter of the casing may be required to install casing.

If the Contractor elects to remove a casing and substitute a longer or larger diameter casing through caving soils, the excavation shall be either stabilized with slurry or backfilled before the new casing is installed. Other methods, as approved by the Engineer, may be used to control the stability of the excavation and protect the integrity of the foundation soils.

Before the casing is withdrawn, the level of fresh concrete in the casing shall be a minimum of 1.5 m (five feet) above either the hydrostatic water level or the level of drilling fluid whichever is higher. As the casing is withdrawn, care shall be exercised to maintain an adequate level of concrete within the casing so that fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the shaft concrete.

Temporary casings which become bound or fouled during shaft construction and cannot be practically removed shall constitute a defect in the drilled shaft. The Contractor shall be responsible to improve such defective shafts to the satisfaction of the Engineer. Such improvement may consist of, but is not limited to, removing the shaft concrete and extending the shaft deeper to compensate for loss of frictional capacity in the cased zone, providing straddle shafts to compensate for capacity loss, or providing a replacement shaft. All corrective measures including redesign of footings caused by defective shafts shall be done to the satisfaction of the Engineer by the Contractor without either compensation or an extension of the completion date of the project. In addition, no compensation will be paid for casing remaining in place.

Slurry

Only mineral slurries shall be employed when slurry is used in the drilling process unless other drilling fluids are approved in writing by the Engineer. The slurry shall have both a mineral grain size that will remain in suspension and sufficient viscosity and gel characteristics to transport excavated material to a suitable screening system. The percentage and specific gravity of the material used to make the suspension shall be sufficient to maintain the stability of the excavation and to allow proper concrete placement. During construction, the level of the

slurry shall be maintained at a height sufficient to prevent caving of the hole. In the event of a sudden significant loss of slurry to the hole, the construction of that foundation shall be stopped until either methods to stop slurry loss or an alternate construction procedure has been approved by the Engineer.

The mineral slurry shall be premixed thoroughly with clean fresh water and adequate time (as prescribed by the mineral manufacturer) allotted for hydration prior to introduction into the shaft excavation. Slurry tanks of adequate capacity will be required for slurry circulation, storage and treatment. No excavated slurry pits will be allowed in lieu of slurry tanks without the written permission of the Engineer. Desanding equipment shall be provided by the Contractor as necessary to control slurry sand content to less than 4 percent by volume at any point in the bore hole as determined by the American Petroleum Institute sand content test. Desanding will not be required for setting temporary casing, sign post, or lighting mast foundations unless shown in the plans or Special Provisions. The Contractor shall take all steps necessary to prevent the slurry from "setting up" in the shaft. Such methods may include but are not limited to: agitation, circulation and/or adjusting the properties of the slurry. Disposal of all slurry shall be done off-site in suitable areas by the Contractor.

Control tests using suitable apparatus shall be carried out on the mineral slurry by the Contractor to determine density, viscosity and pH. An acceptable range of values for those physical properties is shown in the following table:

MINERAL SLURRY
 (Sodium Bentonite or Attapulgite in Fresh Water)

Acceptable Range of Values

Property (Units)	At Time of Slurry Introduction	In Hole at Time of Concreting	Test Method
Density kg/m ³ (pcf)	1030** - 1107** (64.3** - 69.1**)	1030** - 1201** (64.3** - 75.0**)	Density Balance
Viscosity	28 - 45	28 - 45	Marsh Cone
pH	8 - 11	8 - 11	pH paper pH meter

**Increase by 32 kg/m³ (2 pcf) in salt water

Notes: a. Tests should be performed when the slurry temperature is above 4.4°C (40°F).

Tests to determine density, viscosity and pH value shall be done during the shaft excavation to establish a consistent working pattern. A minimum of four sets of tests shall be made during the first 8 hours of slurry use. When the results show consistent behavior, the testing frequency may be decreased to one set every four hours of slurry use.

The Contractor shall insure that heavily contaminated slurry suspension, which could impair the free flow of concrete, has not accumulated in the bottom the shaft. Prior to placing concrete in any shaft excavation, the Contractor shall take slurry samples using a sampling tool. Slurry samples shall be extracted from the base of the shaft and at intervals not exceeding 3 m (10 feet) up the shaft, until two consecutive samples at each sampling point produce acceptable values for density, viscosity, pH, and sand content.

When any slurry samples are found to be unacceptable, the Contractor shall take whatever action is necessary to bring the mineral slurry within specification requirements. Concrete shall not be poured until resampling and testing results produce acceptable values.

Reports of all tests required above, signed by an authorized representative of the Contractor, shall be furnished to the Engineer on completion of each drilled shaft.

During construction, the level of mineral slurry in the shaft excavation shall be maintained at a level not less than 1.2 m (4 ft.) above the highest expected peizometric pressure head along the depth of the shaft. If at any time the slurry construction method fails, in the opinion of the Engineer, to produce the desired final results, then the Contractor shall both discontinue this method and propose an alternate method for approval of the Engineer.

Excavation Inspection

The Contractor shall provide equipment for checking the dimensions and alignment of each permanent shaft excavation. The dimensions and alignment shall be determined by the Contractor under the direction of the Engineer. Final shaft depths shall be measured with a suitable weighted tape or other approved methods after final cleaning. Unless otherwise stated in the contract documents, the Contractor's cleaning operation will be adjusted so that a minimum of 50 percent of the base of each shaft will have less than 13 mm (1/2 inch) of sediment at the time of placement of the concrete. The maximum depth of sediment or any debris at any place on the base of the shaft shall not exceed 38 mm (1 1/2 inches). Shaft cleanliness will be determined by the Engineer, by visual inspection, for dry shafts or other methods deemed appropriate to the Engineer for wet shafts. In addition, for dry excavations, the maximum depth of water shall not exceed 75 mm (3 inches) prior to concrete pour.

Inspection of a shaft excavation can be accomplished by many different methods including the use of video equipment. Visual inspection by personnel in the hole will not be allowed.

Construction Tolerances

The following construction tolerances apply to caisson shafts unless otherwise stated in the contract documents:

- A. The caisson shaft shall be within 75 mm (3 inches) of plan position in the horizontal plane at the plan elevation for the top of the shaft.
- B. The vertical alignment of a vertical shaft excavation shall not vary from the plan alignment by more than 2%.
- C. After all the concrete is placed, the top of the reinforcing steel cage shall be no more than 25 mm (1 inch) above and no more than 75 mm (3 inches) below plan position.

- D. The top elevation of the shaft shall have a tolerance of plus 25 mm (1 inch) or minus 75 mm (3 inches) from the plan top of shaft elevation.
- E. Excavation equipment and methods shall be designed so that the completed shaft excavation will have a planar bottom. The cutting edges of excavation equipment shall be normal to the vertical axis of the equipment within a tolerance of 3%.

Caisson shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. The Contractor shall be responsible for correcting all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. Materials and work necessary, including engineering analysis and redesign, to complete corrections for out-of-tolerance drilled shaft excavations shall be furnished without either cost to the State or an extension of the completion date of the project.

When a shaft excavation is completed with unacceptable tolerances, the Contractor should be required to propose, develop, and after approval, implement corrective treatment. Typical corrective treatments include:

- A. Overdrill the shaft excavation to a larger diameter to permit accurate placement of the reinforcing steel cage with the required minimum concrete cover.
- B. Increase the number and/or size of the steel reinforcement bars.
- C. Drill out the green concrete and reform the hole.

The approval of correction procedures is dependent on analysis of the effect of the degree of misalignment and improper positioning. Redesign drawings and computations submitted by the Contractor shall be signed by a licensed Structural Engineer.

Reinforcing Steel Cage Construction And Placement

The reinforcing steel cage, consisting of longitudinal bars, ties, cage stiffener bars, spacers, centralizers, and other necessary appurtenances, shall be completely assembled and placed as a unit immediately after the shaft excavation is inspected and accepted, and prior to concrete placement.

The reinforcing steel in the shaft shall be tied and supported so that the reinforcing steel will remain within allowable tolerances given in this Specification. Concrete spacers or other approved noncorrosive spacing devices shall be used at sufficient intervals (near the bottom and at intervals not exceeding 3 m (10 feet) up the shaft to insure concentric spacing for the entire cage length. The spacers shall be of adequate dimension to insure a minimum 75 mm (3-inch) annular space between the outside of the reinforcing cage and the side of the excavated hole. Approved cylindrical concrete feet (bottom supports) shall be provided to insure that the bottom of the cage is maintained at the proper distance above the base.

The elevation of the top of the steel cage shall be checked before and after the concrete is placed. If the rebar cage is not maintained within the specified tolerances, corrections shall be made by the Contractor to the satisfaction of the Engineer. No additional shafts shall be constructed until the Contractor has modified his rebar cage support in a manner satisfactory to the Engineer.

If the bottom of the constructed shaft elevation is lower than the bottom of the shaft elevation in the plans, a minimum of one half of the longitudinal bars required in the upper portion of the shaft shall be extended the additional length. Tie bars shall be continued for the extra depth and the stiffener bars shall be extended to the final depth. These bars may be lap spliced, or unspliced bars of the proper length may be used. Welding to the reinforcing steel will not be permitted unless specifically shown in either the plans or Special Provisions.

Concrete Placement

Concrete placement shall be performed in accordance with the applicable portions of Section 503 of the Standard Specifications and as specified.

Concrete shall be placed as soon as possible after reinforcing steel placement. Concrete placement shall be continuous from the bottom to the top elevation of the shaft. Concrete placement shall continue after the shaft excavation is full until good quality concrete is evident at the top of shaft. Concrete shall be placed either by free fall or through a tremie or concrete pump. The free fall placement shall only be permitted in dry holes. The maximum height of free fall placement shall not exceed 7.5 m (25 feet). Concrete placed by free fall shall fall directly to the base without contacting either the rebar cage or hole sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

The elapsed time from the beginning of concrete placement in the shaft to the completion of the placement shall not exceed 2 hours. Admixtures such as water reducers, plasticizers, and retarders shall not be used in the concrete mix unless permitted in the contract documents. All admixtures, when approved for use, shall be adjusted for the conditions encountered on the job so the concrete remains in a workable plastic state throughout the 2-hour placement limit. Prior to concrete placement, the Contractor shall provide test results of both a trial mix and a slump loss test conducted by an approved testing laboratory using approved methods to demonstrate that the concrete meets this 2-hour requirement. The Contractor may request a longer placement time provided he supplies a concrete mix that will maintain a slump of 100 mm (4 inches) or greater over the longer placement time as demonstrated by trial mix and slump loss tests. The trial mix and slump loss tests shall be conducted using concrete and ambient temperatures appropriate for site conditions.

Tremies

Tremies may be used for concrete placement in either wet or dry holes. Tremies used to place concrete shall consist of a tube of sufficient length, weight, and diameter to discharge concrete at the shaft base elevation. The tremie shall not contain aluminum parts which will have contact with the concrete. The tremie inside diameter shall be at least 6 times the maximum size of aggregate used in the concrete mix but shall not be less than 250 mm (10 inches). The inside and outside surfaces of the tremie shall be clean and smooth to permit both flow of concrete and unimpeded withdrawal during concreting. The wall thickness of the tremie shall be adequate to prevent crimping or sharp bends which restrict concrete placement.

The tremie used for wet excavation concrete placement shall be watertight. Underwater placement shall not begin until the tremie is placed to the shaft base elevation. Valves, bottom plates or plugs may be used only if concrete discharge can begin within one tremie diameter of the base. Plugs shall either be removed from the excavation or be of a material approved by the Engineer which will not cause a defect in the shaft if not removed. The discharge end of

the tremie shall be constructed to permit the free radial flow of concrete during placement operations. The tremie discharge end shall be immersed at least 1.5 m (5 feet) in concrete at all times after starting the flow of concrete. The flow of the concrete shall be continuous. The concrete in the tremie shall be maintained at a positive pressure differential at all times to prevent water or slurry intrusion in the shaft concrete.

If at any time during the concrete pour in the "wet" hole, the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the shaft shall be considered defective. In such case, the Contractor shall remove the reinforcing cage and concrete, complete any necessary sidewall removal directed by the Engineer, and repour the shaft. All costs of replacement of defective shafts shall be the responsibility of the Contractor.

Pumped Concrete

Concrete pumps and lines may be used for concrete placement in either wet or dry excavations. All pump lines shall have a minimum 100 mm (4-inch) diameter and be constructed with watertight joints. Concrete placement shall not begin until the pump line discharge orifice is at the shaft base elevation.

For wet excavations, a plug or similar device shall be used to separate the concrete from the fluid in the hole until pumping begins. The plug shall either be removed from the excavation or be of a material, approved by the Engineer, which will not cause a defect in the shaft if not removed.

The discharge orifice shall remain at least 1.5 m (5 feet) below the surface of the fluid concrete. When lifting the pump line during concreting, the Contractor shall temporarily reduce the line pressure until the orifice has been repositioned at a higher level in the excavation.

If at any time during the concrete pour, the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the shaft shall be considered defective. In such case, the Contractor shall remove the reinforcing cage and concrete, complete any necessary sidewall removal directed by the Engineer, and repour the shaft. All costs of replacement of defective shafts shall be the responsibility of the Contractor.

Drop Chutes

Drop chutes may be used to direct placement of free fall concrete in excavations where the maximum depth of water does not exceed 75 mm (3 inches). Free fall is not permitted in wet excavations. Drop chutes shall consist of a smooth tube of either one piece construction or sections which can be added and removed. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that the free fall of the concrete measured from the bottom of the chute is less than 7.5 m (25 feet) at all times. If concrete placement causes the shaft excavation to cave or slough, or if the concrete strikes the rebar cage or sidewall, the Contractor shall reduce the height of free fall and/or reduce the rate of concrete flow into the excavation. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, the Contractor shall use either tremie or pumping to accomplish the pour.

METHOD OF MEASUREMENT

The quantity to be paid under this item shall be the theoretical volume in cubic meters (cubic yards) of all drilled shafts installed in accordance with the plans and specifications accepted by the Engineer. This volume shall be calculated using the diameter shown on the plans and each shaft's final length which is to be defined as the difference between the plan top of shaft and the final measured bottom of shaft elevations.

BASIS OF PAYMENT

This work will be paid for at the contract unit price per cubic yard for DRILLED SHAFTS IN SOIL of the diameter specified and shall include the cost of the spiral reinforcing cage. Such payment shall be compensation in full for all labor, materials, equipment, and services necessary to perform all operations to complete the drilled shaft installation in accordance with this Special Provision and with the details and dimensions shown on the plans.

No additional payment will be made for removing and disposing of excavated materials, for furnishing and placing concrete, bracing, lining, temporary casings placed and removed or left in place, for grouting of any voids, or for any excavation made or concrete placed outside of the above stated measurement limits.

**SPECIAL PROVISION
FOR
JOINT SEALANT**

Description

General

Furnish all labor, materials, tools and equipment, and perform all work necessary for and incidental to the sealing and caulking of joints and cracks, including back-up fillers, as shown on the Plans and specified herein, in accordance with these Specifications. Substrates to be caulked include, but are not limited to, concrete, masonry, or structural steel.

Quality Assurance

Contractor must have a minimum of five (5) years experience in installation of similar caulking and sealants, and jobs of similar size.

The Contractor shall meet with the Sealant Manufacturer's qualified representatives, prior to commencing with the work, to assure that all applications are in conformance with the Manufacturer's recommendations. The Manufacturer's qualified representatives shall periodically visit the job site during the course of the work to verify the proper installation of the sealant compounds.

All materials shall be delivered to the job site in manufacturer's sealed packaging and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the job site.

Materials

All materials used in combination, i.e., sealants with backer rods, or sealants with primers shall be in conformance with Sealant manufacturer printed instructions. Sealant Manufacturer must be consulted prior to application.

Joint Sealant (Two Component, Non-Sag Polyurethane): ASTM C920 two-part polyurethane shall be Sonolastic NP2 by BASF Sonneborn, SIKAFLEX-2c NS by Sika, or an approved equal. Sealant: Sealant shall have a plus or minus 25 percent movement capability for vertical joints; ASTM C 920, Type M, Grade NS, Class 25; FS TT-S-00227E, Type II, Class A; Canadian Specification CAN/CGSB-19.24-M90, Classification MCG-2-40-A-N, No. 81029; USDA approved; SWRI validated; UL classified (fire resistance). Sealant color shall match the existing substrate.

Joint Sealant (Two Component, Self-Leveling Polyurethane): ASTM C920 two-part polyurethane shall be Sonolastic SL 2 by BASF Sonneborn, SIKAFLEX-2c SL by Sika, THC-900 by TREMCO or an approved equal. Sealant shall have a plus or minus 25 percent movement capability for horizontal joints; ASTM C 920, Type M, Grade P, Class 25; FS TT-S-00227E, Type I, Class A; Canadian Specification CAN/CGSB-19.24-M90, Classification MCG-1-40-B-L, No. 81031; USDA approved.

Joint Primer, Sealer and Cleaner: Type recommended by the manufacturer of the sealing or caulking compound for the specific joint surface and conditions.

Bond Breaker: Polyethylene tape.

Backer Rod: Extruded closed-cell polyethylene foam.

Construction Requirements

Preparation

All surfaces to receive the joint sealants shall be examined by the Contractor. Any surfaces which are found to be unsuitable for installation of the joint sealants shall be brought to the attention of the Engineer. Application or installation of the material constitutes acceptance of the surface of the substrate.

All surfaces to receive sealants shall be clean, dry, free of any loose materials, dirt, dust, laitance, rust, oil, frost, and other contaminants.

Concrete and masonry surfaces accepting the cove sealant for membrane installation shall be cleaned by power wire brushing, and blast clean with oil free compressed air to remove the dust of cleaning. Cleaning solvents shall not be used on the concrete or masonry.

Use a primer on surfaces to receive joint sealants in accordance with the recommendations of the sealant manufacturer.

Sealant shall be installed on structural steel surfaces following all painting work.

Test applications shall be made at the beginning of the joint sealant work, in all types of prepared joints, by the Contractor, to determine if preparation steps have been adequate for optimum sealant adhesion. These test applications shall be approved by the Engineer prior to the start of work.

Application

Install all materials in accordance with the manufacturer's printed instructions.

Install bond breakers and backer rods where shown on the drawings and in locations and of the type recommended by the sealant manufacturer to prevent bond of sealant to surfaces where such bond might impair the performance of the sealant.

Application of joint sealant materials shall be made by cartridge-type caulking guns.

Compounds shall not be installed below surface and ambient temperatures of 40 degrees F (or below the minimum installation temperature recommended by the manufacturer whichever is higher), unless specifically approved by the Engineer. Compounds also shall not be installed above surface and ambient temperatures of 100 degrees F.

Run the sealant beads sufficiently slow enough to be certain that the entire cavity is filled from the bottom up. Air pockets or voids along the edges are not acceptable.
Tool sealant surfaces to the shapes shown, or if none is shown, to flush or slightly concave surface.

All surfaces adjacent to sealants shall be protected, unless otherwise approved by the Engineer. Use pressure sensitive tape to prevent staining of adjacent surfaces, or spillage and migration of sealant out of the joints.

As work progresses remove excess sealant and clean adjoining surfaces as may be required to eliminate any indication or soiling or migration. Remove all masking and other protection and clean up any remaining defacement caused by the work.

At the conclusion of sealing and caulking work clean up all debris, refuse and surplus material and remove same from the premises.

Method of Measurement

Joints or surfaces receiving joint sealant will be measured for payment in feet, measured along the sealed joint.

Basis of Payment

Payment for will be made at the contract unit price per foot of JOINT SEALANT (*SPECIAL*).

**SPECIAL PROVISION
FOR
SILANE SURFACE SEALER**

Description

General

This Section specifies the requirements to clean and coat concrete surfaces with a Silane Surface Sealer where indicated. Provide temporary protection, enclosure, and heat to perform the Work of this Section through the winter when required to maintain the Construction Schedule. Provide the labor, materials, tools, equipment, supervision, and coordination to perform the Work of this Section.

The silane surface sealer shall be considered to be a substitute for the concrete PROTECTIVE COAT to be applied to the concrete placed after October 15, 2008 and before April 15, 2009.

Application of Silane Surface Sealer specified on the drawings includes, but is not limited to, the following:

- Cast-in-place concrete bridge deck
- Exterior sidewalks and curbs.
- Approach slab and rigid pavement surfaces.
- Other exposed concrete surfaces as shown on the drawings.

Quality Assurance

Pre-Construction Conference: Silane Surface Sealer Work is to begin when the Contractor demonstrates comprehensive understanding of the scope and intent of the Contract Documents relative to Silane Surface Sealer Work. If the Contractor does not demonstrate such knowledge the Work will be halted at the direction of the Owner or its Designee and a Pre-Construction Conference will be allocated specifically for Silane Surface Sealer Work.

General: Obtain primary materials from a single manufacturer

Submittals

Product Data: Submit manufacturer's technical product data, installation instructions, and recommendations. Include data substantiating that material complies with specified requirements.

Materials

Cleaning Equipment:

1. Sandblasting or waterblasting equipment capable of removing surface contaminants from new and existing concrete surfaces.
2. Compressed air equipment capable of removing dust, dirt, and water from concrete surfaces.

Silane Surface Sealer: Sealer shall be isobutyl trimethoxy silane in a 40% solids solution of anhydrous isopropyl alcohol, such as the following products:

1. Chemtrete BSM-40, manufactured by Huls America, Inc., Piscataway, NJ, (800) 631-5275.
2. Sil-Act, manufactured by Advanced Chemical Technologies, Oklahoma City, OK, (405) 843-2585.
3. Approved equivalent

Construction Requirements

Application of Silane Surface Sealer

Clean the surfaces to be treated by light sandblasting, or waterblasting. Remove surface contaminants on the concrete surface. The prepared surfaces are to be dry and clean, and are to be approved by the surface sealer manufacturer and Field Engineer.

Concrete shall be allowed to dry cure a minimum of 30 days after wet curing. The concrete surfaces must be clean and free of dirt, debris, laitance, oils, etc. Concrete that becomes contaminated in this 30 day period, as determined by the Field Engineer, shall be cleaned by sandblasting or another approved means. Traffic application on the bridge deck constitutes contamination.

Concrete repairs which did not receive a curing compound are to be at least 14 days old before applying a sealer.

Repair surfaces which had a curing compound applied are to be allowed to cure a minimum of 14 days prior to sandblasting. The curing compound is to be removed a minimum of 14 days before sealer application.

Apply the sealer in accordance with the manufacturer's recommendations. Apply sealer only during weather conditions recommended by the manufacturer. If manufacturer's recommendations are incomplete with respect to application rates, an application rate of 125 sq ft/gal. for horizontal surfaces and 175 sq ft/gal. for vertical surfaces is to be used for the silane sealer.

1. Horizontal Surfaces: Apply the water repellent material, utilizing low pressure (15 psi) spray equipment, by ponding it on the surface until the material takes minimum of 5 seconds to be absorbed.
2. Vertical Surfaces: Using low pressure (15 psi) spray equipment, apply the water repellent materials so it will run down the surface 6 to 8 inches below the spray patten.

Control silane surface sealer toxic vapors or fumes.

The Contractor is to remove debris from the Site and leave the area broom clean. Debris is not to be flushed down the existing floor drains.

City of Lake Forest
Lake County

Old Elm Road Bridge over the Skokie River
Section 99-00080-00-BR

Method of Measurement

Silane surface sealer work shall be measured for payment in square yards of surface area covered.

Basis of Payment

Payment for silane surface sealer will be made at the Contract unit price per square yard for SILANE SURFACE SEALER (SPECIAL).

**SPECIAL PROVISION
FOR
FURNISHING AND ERECTING STRUCTURAL STEEL (GALVANIZED)**

Description

This item shall conform to the requirements of Section 505, *Steel Structures*, of the Standard Specifications (2008 edition), except as modified herein:

General

This work shall consist of all necessary labor, materials and equipment for the furnishing, surface preparation, hot dip galvanizing, and erection of all structural steel specified on the plans. The fabricator of the structural steel shall be responsible for the quality of the applied galvanized coating system and any repairs, re-fabricating, additional laydowns required to assure the fabricated steel meets all requirements of this special provision.

Pre-Fabrication Meeting

A pre-fabrication meeting shall be held, as required, with the Contractor, the fabricator's Quality Control Specialist (QCPS), the galvanized coating applicator, and the State's authorized representative. This meeting will be necessary to discuss methods of operation, quality control, including repairs, transportation, erection methods to accomplish all phases of the preparation and coating work required by this special provision.

Materials

Galvanized Steel - Steel shall be galvanized to conform to AASHTO M111 (ASTM A123) after cutting, bending and welding. At the discretion of the Engineer, damaged galvanized material shall be replaced, re-galvanized or repaired. If a repair is authorized, the method shall be acceptable to the Engineer.

Bolts, nuts, washers, anchor bolts and similar threaded fasteners shall be galvanized in accordance with AASHTO M232 (ASTM A153). These items may be mechanically zinc coated in accordance with ASTM B 695 Class 50. Except for ASTM A 325M (A 325) bolts, electro galvanizing may also be accepted if the coated item meets the thickness coating requirements above.

Fabrication Requirements

To insure identification after galvanizing, piece marks shall be supplemented with metal tags for all items where fit-up requires matching specific pieces.

Fabricated steel connections must use a minimum 1/8 in. (3 mm) greater diameter hole than the bolt, rather than the standard 1/16 in. (1.6 mm) greater diameter hole, to account for the coating thickness.

Surface Preparation

After fabrication (cutting, welding, drilling, etc.) is complete, all holes shall be deburred and all fins, scabs or other surface/edge anomalies shall be ground or repaired per AASHTO M 160. All corners of thermally cut or sheared edges must have a 1/16 in. [1.6 mm] radius or equivalent flat surface at a suitable angle. Thermally cut material thicker than 1 ½ in. [40 mm] must have the sides ground to remove the heat effected zone, as necessary to achieve the specified surface cleaning.

The steel must be solvent cleaned, where necessary, to remove all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants per SSPC-SP 1 Solvent Cleaning. Under no circumstances must any abrasive blasting be done to areas with asphaltic cement, oil, grease, or diesel fuel deposits. Steel must be allowed to dry before blast cleaning begins.

Beams and Girders must be prepared by the fabricator to Steel Structures Painting Council's (SSPC) Grade Six (SP-6) "Commercial Blast Cleaning" prior to galvanizing. All material must be free of paint marks. Secondary angle, plates, bars and shapes need not be blast cleaned. Special attention shall be given to the cleaning of corners and reentrant angles.

Abrasives shall be checked for oil contamination before use. A small sample of abrasives must be added to ordinary tap water. Any detection of an oil film on the surface of the water must be cause for rejection. All fins, tears, slivers and burred or sharp edges that are present on any steel member or that appear after the blasting operation must be conditioned per ASTM A6.

Welding repairs must only be performed by the Fabricator.

Application of Hot Dip Galvanized Coating

Steel members, fabrications and assemblies shall be galvanized by the hot dip process in the shop according to AASHTO M 111 (ASTM A123). Those areas of steel members to receive field welded studs shall be protected during the hot dip process to prevent galvanization in locations where studs will be field welded.

Bolts, nuts, washers and steel components shall be galvanized in the shop according to AASHTO M 232 (ASTM A153).

All steel shall be safeguarded against embrittlement according to ASTM A143. Water quenching or chromate conversion coating shall not be used on any steel work that is to be painted. All galvanized steel work shall be handled in such a manner as to avoid any mechanical damage and to minimize distortion.

Beams and girders shall be handled, stored and transported with their webs vertical and with proper cushioning to prevent damage to the member and coating. Members shall be supported during galvanizing to prevent permanent distortion.

Coating Requirements

Coating thickness must be a minimum of 4 mils [100 µm] measured as specified. Material

must be free of imperfections or depressions caused by material handling. The fabricator, galvanizer and erector must use lifting clamps or softeners for handling. Prior to galvanizing, surface imperfections may be repaired by the fabricator in conformance with ASTM A6. Imperfections greater than the limits allowed by ASTM A6 must be documented. Repair or replacement of this member will be at the discretion of the Department. All damaged galvanizing must be repaired in accordance with ASTM A780, Method A1 or A3. Coating weight, surface finish, appearance and adhesion shall conform to requirements of ASTM A 385 and AASHTO M 111 or AASHTO M 232, as appropriate.

Shop assemblies producing field splices shall provide 3 mm (1/8 in.) minimum gaps between ends of members to be galvanized. At field splices of beams or girders, galvanizing exceeding 2 mm (0.08 in.) on the cross-sectional (end) face shall be partially removed until it is 1 to 2 mm (0.04 in. to 0.08 in.) thick.

Faying Surface Cleaning - Areas of field connections must have a uniform galvanized coating thickness free of local excessive roughness, which would prevent splice plates, bearings or other field connections from making intimate contact. The zinc shall be removed until it is level with the surrounding area, leaving at least the minimum required zinc thickness. Faying surfaces of the bolted splices must be roughened in the shop after galvanizing by hand wirebrushing. *Power wire brushing is not permitted.* All field splice bolt holes must be free of zinc build up. After galvanizing, each hole must be checked in the shop by using a drift pin with a diameter 1/16 inch [1.6 mm] greater than the diameter of the bolt to be used in that hole.

Testing of Hot Dip Galvanized Coating

Inspection and testing of hot dip galvanized coatings shall follow the guidelines provided in the American Galvanizers Association (AGA) publication "*Inspection of Products Hot Dip Galvanized After Fabrication*". Sampling, inspection, rejection and retesting for conformance with requirements shall be according to AASHTO M 111 or AASHTO M 232, as applicable. Coating thickness shall be measured according to AASHTO M 111, for magnetic thickness gage measurement or AASHTO M 232, as applicable. Documentation of coating thickness must be performed by the State.

Galvanized thickness must be determined by use of Type 2 magnetic gage in accordance with the following:

Five separate spot measurements must be made, spaced evenly over one (1) randomly selected, 100 square feet [9 square meters] of surface area on each structural member. Three gage readings must be made for each spot measurement. The probe must be moved a distance of 1 to 3 inches [25 to 75 mm] for each new gage reading. Any unusually high or low gage reading that cannot be repeated consistently must be discarded. The average (mean) of the 3 gage readings must be used as the spot measurement. The average of five spot measurements for each such 100 square foot [9 square meter] area must not be less than the specified thickness. No single spot measurement in any 100 square foot [9 square meter] area must be less than 80% of the specified minimum thickness. Any one of 3 readings which are averaged to produce each spot measurement, may under-run or over-run by a greater amount.

The 5 spot measurements must be made for one (1) randomly selected, 100 square feet [9 square meter] of area on each structural member. All splice material and secondary members must have at least one spot measured on each piece. The probe must be moved so that one reading is taken at each end and middle of the piece for a total of three readings.

All steel shall be visually inspected for finish and appearance.

Bolts, nuts, washers, and steel components shall be packaged according to AASHTO M 232. Identity of bolts, nuts and washers shall be maintained for lot-testing after galvanizing according to Article 505.04(f) (1) for high strength steel bolts.

A notarized certificate of compliance with the requirements listed herein shall be furnished. The certificate shall include a detailed description of the material processed and a statement that the processes used met or exceeded the requirements for successful painting of the surface, where applicable. The certificate shall be signed by the galvanizer.

Repair of Damaged Areas

Material must be free of imperfections or depressions caused by material handling. The Contractor must use lifting clamps or softeners for handling. Imperfections may be repaired by grinding as allowed by ASTM A6 by the Contractor. Imperfections that are greater than the grinding limits allowed by ASTM A6, must be documented.

All damaged galvanizing must be repaired in accordance with ASTM A780, Method A1 or A3, whenever damage exceeds 5 mm (3/16 in.) in width and/or 100 mm (4 in.) in length. Damage that occurs in the shop shall be repaired in the shop. Damage that occurs during transport or in the field shall be repaired in the field.

Damaged galvanizing which will be inaccessible for repair after erection must be repaired prior to erection. In order to minimize damage to the galvanized steel, concrete splatter and form leakage must be washed from the surface of the steel shortly after the concrete is placed and before it is dry. If the concrete dries, it must be removed. Temporary attachments, supports for scaffolding and finishing machine or forms must not damage the coating system. In particular, sufficient size support pads must be used on the fascias where bracing is used.

Final Review

After the erection work has been completed, including all connections and the approved repair of any damaged beams, girders or other steel members, and the deck has been placed, the Contractor and Engineer must inspect the structure for damaged coating. Damaged areas must be repaired in accordance with the above. At the completion of construction, the galvanizing must be undamaged and the surfaces free from grease, oil, chalk marks, paint, concrete splatter or other silage. Such silage will be removed by solvent cleaning per SSPC-SP1.

Handling and Shipping

Reasonable care must be exercised in handling the galvanized steel during shipping, erection, and subsequent construction of the bridge. The steel must be insulated from the binding chains by softeners. Hooks and slings used to hoist steel must be padded. Diaphragms and similar pieces must be spaced in such a way that no rubbing will occur during shipment that may damage the galvanizing. The steel must be stored on pallets at the job site, or by other means, so that it does not rest on the ground or so that components do not fall or rest on each other.

Scaffolding

Rubber rollers, or other protective devices meeting the approval of the Engineer, must be used on scaffold fastenings. Metal rollers or clamps and other types of fastenings which will mar or damage coated surfaces must not be used.

Inspection Access for Field Repair

The Contractor must furnish, erect, and move scaffolding and other appropriate equipment, to permit the Inspector the opportunity to inspect closely observe or inspect all affected surfaces. This opportunity must be provided to the Inspector during all phases of the work and continue for a period of at least ten (10) working days after the touch-up work has been completed. When scaffolding is used, it must be provided in accordance with the following requirements. When scaffolding, or the hangers attached to the scaffolding are supported by horizontal wire ropes, or when scaffolding is placed directly under the surface to be painted, the following requirements must be complied with:

- When scaffolding is suspended 43 in. [1100 mm] or more below the coated surface to be repaired, two rows of guardrail must be placed on all sides of the scaffolding. One row of guardrail must be placed at 42" [1050 mm] above the scaffolding and the other row at 20" [500 mm] above the scaffolding.
- When the scaffolding is suspended at least 21 in. [530 mm], but less than 43 in. [1100 mm] below the coated surface to be repaired, a row of guardrail must be placed on all sides of the scaffolding at 20" [500 mm] above the scaffolding. Two rows of guardrail must be placed on all sides of scaffolding not previously mentioned. The rows of guardrail must be placed at 42" [1050 mm] and 20" [500 mm] above scaffolding, as previously mentioned.

All scaffolding must be at least 24 in. [610 mm] wide when guardrail is used and 28 in. [710 mm] wide when the scaffolding is suspended less than 21 in. [530 mm] below the coated surface to be prepared and guardrail is not used. If two or more scaffolding are laid parallel to achieve the proper width, they must be rigidly attached to each other to preclude any differential movement.

All guardrail must be constructed as a substantial barrier which is securely fastened in place and is free from protruding objects such as nails, screws and bolts. There must be an opening in the guardrail, properly located, to allow the Inspector access onto the scaffolding. The rails and uprights must be either metal or wood. If pipe railing is used, the railing must have a nominal diameter of no less than one and one half inches. If structural steel railing is use, the rails must be 2 X 2 X 3/8 inch [50 x 50 x 10 mm] steel angles or other metal shapes of equal or greater strength. If wood railing is used, the railing must be 2 X 4 inch [50 x 100 mm] (nominal) stock. All uprights must be spaced at no more than 8 feet [2.4 m] on center. If wood uprights are used, the uprights must be 2 X 4 inches [50 x 100 mm] (nominal) stock.

When the surface to be inspected is more than 15 feet [4.6 m] above the ground or water, and the scaffolding is supported from the structure being painted, the Contractor must provide the Inspector with a safety belt and lifeline. The lifeline must not allow a fall greater than 6 feet [2 m]. The Contractor must provide a method of attaching the lifeline to the structure independent of the scaffolding, cables, or brackets supporting the scaffolding.

When scaffolding is more than two and one half feet [0.75 m] above the ground, the Contractor must provide a ladder for access onto the scaffolding. The ladder and any equipment used to attach the ladder to the structure must be capable of supporting 250 pounds [115 kg] with a safety factor of at least four (4). All rungs, steps, cleats, or treads must have uniform spacing and must not exceed 12" [305 mm] on center. At least one side rail must extend at least 36" [915 mm] above the landing near the top of the ladder. An additional landing must be required when the distance from the ladder to the point where the scaffolding may be accessed, exceeds 12" [305 mm]. The landing must be a minimum of at least 24" [610 mm] wide and 24" [610 mm] long. It must also be of adequate size and shape so that the distance from the landing to the point where the scaffolding is accessed does not exceed 12" [305 mm]. The landing must be rigid and firmly attached to the ladder; however, it must not be supported by the ladder. The scaffolding must be capable of supporting a minimum of 1000 lbs [455 kg].

In addition to the aforementioned requirements, the Contractor is still responsible to observe and comply with all Federal, State and local laws, ordinances, regulations, orders and decrees.

The Contractor must furnish all necessary traffic control to permit inspection during and after all phases of the project.

Protection of Persons and Property

The Contractor must install and maintain suitable shields or enclosures to prevent damage to adjacent buildings, parked cars, trucks, boats, or vehicles traveling on, over, or under structures having galvanized repairs. They must be suitably anchored and reinforced to prevent interfering with normal traffic operations in the open lanes. Payment for the shields must be included as incidental to the applicable field coating operation. Work must be suspended when damage to adjacent buildings, motor vehicles, boats, or other property is occurring.

When or where any direct or indirect damage or injury is done to public or private property, the Contractor must restore, at his own expense, such property, to a condition similar or equal to that existing before such damage or injury was done.

Basis of Payment

The cost of all surface preparation, galvanizing, furnishing, erecting and all other work described herein shall be considered as included in the lump sum price for FURNISHING AND ERECTING STRUCTURAL STEEL (GALVANIZED).



STORMWATER MANAGEMENT COMMISSION

March 19, 2008

Kenneth M. Magnus
The City of Lake Forest
110 E. Laurel Avenue
Lake Forest, Illinois 60045

Subject: SMC Watershed Development Permit #04-83-050
Old Elm Road Bridge Rehabilitation and
Sanitary Sewer Crossing

PERMIT ISSUANCE

Dear Mr. Magnus:

Accompanying this letter is the required Watershed Development Permit. SMC understands that this project is being funded by IDOT but is being managed by the City. SMC also understands that IDOT has evaluated this bridge to determine if a change in design is appropriate to minimize flow restriction and has decided to maintain the existing design. This approval is subject to the conditions on the back of the permit including the following:

- This permit is contingent upon SMC receiving a copy of the fully executed/extended permit from the U.S. Army Corps of Engineers.
- Providing prior notification to Brian Cook (of the SMC) of the pre-construction meeting at least 5 calendar days in advance to enable SMC attendance. The refund for the \$500 pre-construction deposit can be requested, in writing, after the meeting. The \$1800 deposit, minus any and all assessed fees, can be requested, in writing, after permanent site stabilization and approval of an as-built submittal. The following items will be requested at the preconstruction meeting:
 - Designated Erosion Control Inspector contact information
- The soil erosion/sedimentation control features shown on the permitted plan set are minimum requirements and SMC may require more stringent measures as field conditions warrant (such as one or more turbidity barriers or temporary rock check dam). The water elevation in this stream rises very quickly during storms so disturbed areas must be stabilized with appropriate erosion control blanket or other acceptable method as quickly as possible.
- If dewatering services are used, adjoining properties and discharge locations shall be protected from erosion. Discharges shall be routed through an effective sediment

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Stevenson Mountsier, Chairman Michael D. Warner, Executive Director

333-B Peterson Road * Libertyville, Illinois 60048 * 847/918-5260 * FAX 847/918-9826

control measure (sediment bag, anionic polymers may be required depending on discharge water quality).

- The temporary bypass culverts, including placed stone (use clean stone with no fines), must meet the Watershed Development Ordinance (WDO) requirements for temporary crossings (WDO Article IV, Section B.1.g.(2).(j).) to help ensure that flooding is not exacerbated due to excessive fill
- Planting appropriate native vegetation in disturbed wetland and wetland buffer areas, if appropriate.
- Compensatory storage will be required at a ratio of 1.2:1 for all additional fill placed in the regulatory floodplain.
- Providing as-built plans of the bridge showing any deviations from the permitted plan set.
- Keeping copies of the native vegetation seed tags and/or landscaper invoices clearly showing the species of native vegetation that were planted. This information will be required during the as-built review stage.

This approval is based on the plans entitled:

STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, PLANS FOR PROPOSED FEDERAL AID URBAN PROJECT, F.A.U. ROUTE 1248, OLD ELM ROAD BRIDGE OVER THE SKOKIE RIVER, prepared by Wiss, Janney, Elstner Associates, Inc., received by SMC March 17, 2008, 46-sheets (reduced size set).

We would like to be of assistance. Do not hesitate to contact Brian Cook at (847)918-5276 if you have questions or would like to set up the pre-construction meeting.

Sincerely,

LAKE COUNTY STORMWATER MANAGEMENT COMMISSION



Robert D. Gardiner, P.E., CFM
Permit Engineer



M. Anthony Wolff, P.E., CFM
Chief Engineer

C: Paul Leffler – U.S. Army Corps of Engineers (#200400558)
Doug Crampton – WJE
Meghan Morales -- WJE
Irma Terry – Cowhey Gudmundson Leder

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DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

Technical Services Division
Regulatory Branch
200400558 (LRC-2004-12829)

MAR 19 2008

SUBJECT: Permit Extension to Replace the Old Elm Road Bridge
over the Skokie River and Stabilize the Channel Bottom in Lake
Forest, Lake County, Illinois (Section 9, T43N, R12E)

City of Lake Forest
Attn: Mr. Ken Magnus
110 E. Laurel Avenue
Lake Forest, Illinois 60045

Dear Mr. Magnus:

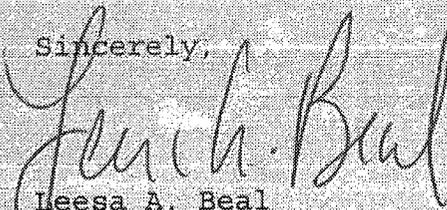
This is in reference to your request for a permit extension to your Regional Permit Program authorization granted on June 29, 2004. This office has reviewed your proposal for an extension of time and agrees that such an extension would not be contrary to the public interest. Accordingly, the subject permit is hereby specifically modified to extend the expiration date to March 19, 2011. All other permit conditions to which the authorized work was made subject to shall remain in full force and effect. This letter shall be added to all copies of the permit, including those at the work site.

This determination covers only your project as described above and as shown in the "Old Elm Road Bridge, Proposed Bridge Opening" dated March 1, 2004, prepared by Cowhey Gudmundson Leder, Ltd. Caution should be taken so that construction materials and/or activities do not enter any waterway or wetlands beyond the scope of this determination. If the design, location or purpose of the project is changed, you should contact this office to determine the need for other authorization. Be informed that if it becomes necessary to request future time extensions to complete the project, this office reserves the right to re-evaluate the project pursuant to new regulations or District policy.

It is your responsibility to obtain any required state or local approvals for your time extension before commencing any work. If you have any questions, please contact Mr. Paul Leffler

of my staff by telephone at (312)846-5529, or email at paul.m.leffler@usace.army.mil.

Sincerely,



Leesa A. Beal
Chief, East Section
Regulatory Branch

Copy Furnished:

Lake County SMC (Mr. Hmieleski)
Cowhey Gudmundson Leder, Ltd (Ms. Terry)

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Lake Forest
Wiss, Janney, Elstner Associates, Inc.

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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 (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), 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.”

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 8 % 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.

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

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. 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.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of

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

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

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

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

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

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Add the following to Article 670.02 of the Standard Specifications:

"(n) One wireless data router with wireless network connection to access the Department's network for the exclusive use of the Engineer. The wireless data router shall operate within a temperature range of 32 to 131°F (0 to 55°C) and have the following capabilities.

(1) Connection.

- a. CDMA wireless technology with authentication and identification system for security.
- b. CDMA based EV-DO(rev.A) transmission capabilities.
- c. EVDO(rev.A) shall be backward compatible through both EVDO(rev0) and 1XRTT.
- d. Connection shall be capable of compression in order to optimize the connection speed.

(2) Router.

- a. A minimum of four ethernet ports for wired connection.
- b. Capable of 802.11b & g for wireless LAN interface.
- c. Configurable ability to port data to fax capabilities through the router using efax or IP fax devices.
- d. Automatic receipt of IP addresses with DHCP server.
- e. Configurable OFDM (Orthogonal Frequency Division Multiplexing) technology.

(3) Security.

- a. Configurable capable of 64-bit or 128-bit WEP encryption, and WPA-PSK authentication wireless security (WiFi Protected Access - Pre-shared Key Mode).
- b. Configurable LAN security: NAT with DHCP, PPTP VPN pass-through, MAC filtering, IP filtering, and filter scheduling.
- c. Configurable firewall security at the router."

80179

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

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

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

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

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

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

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

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

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

80189

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:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
VMA Note 5.	Day's production ≥ 1200 tons: 1 per half day of production	N/A	Illinois-Modified AASHTO R 35
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 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 ESAL Low ESAL	High ESAL Low ESAL	All Other
	Individual Test	Moving Avg. of 4	
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."

80181

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:

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

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production \geq 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)		

80201

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.”

80202

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.

80022

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

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

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent 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.”

80183

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."

80151

SEEDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2007

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

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

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

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live	Weed	Secondary *	Notes
	%	%	Seed %	%	No. per oz (kg)	
	Max.	Min.	Min.	Max.	Max. Permitted	
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/

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	Notes
	% Max.	% Min.	% Min.	% Max.	Max. Permitted	
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."

80131

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

Effective: November 1, 2005

Revised: January 1, 2007

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

Usage. 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.

Mix Design Criteria. 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.

Test Methods. 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.

Mix Design Submittal. 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.

| Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating 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.

Mixing Portland Cement Concrete. 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.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. 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.”

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

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.

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

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.

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

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.

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

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.

80152

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)."

80197

STEEL INSERTS AND BRACKETS CAST INTO CONCRETE (BDE)

Effective: April 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

“(g) Steel Inserts and Brackets Cast Into Concrete 1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Steel Inserts and Brackets Cast Into Concrete 1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Steel Inserts and Brackets Cast Into Concrete.** Steel inserts and brackets cast into concrete shall be galvanized according to AASHTO M 232 or AASHTO M 111.

The inserts shall be ferrules with loop or strut type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)”

80203

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Revised: August 1, 2007

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

"1006.25 Steel Plate Beam Guardrail. Steel plate beam guardrail, including bolts, nuts, and washers, shall be according to AASHTO M 180. The guardrail shall be Class A, with a Type II galvanized coating; except the weight (mass) of the coating for each side of the guardrail shall be at least 2.00 oz/sq ft (610 g/sq m). The coating will be determined for each side of the guardrail using the average of at least three non-destructive test readings taken on that side of the guardrail. The minimum average thickness for each side shall be 3.4 mils (86 μ m)."

80153

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.”

80191

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.

80143

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.

80087

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 high-grade pure (minimum 93 percent) titanium dioxide (TiO_2). 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 \pm 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.

x	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 \pm 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."

80176

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

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

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

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

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

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

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

2. Classification:

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

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

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

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

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

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

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

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

3. Payment of Fringe Benefits:

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

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

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

a. Apprentices:

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

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

listed on the wage determination unless the Administrator of the

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

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

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

b. Trainees:

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

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

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

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

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

c. Helpers:

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

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

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

6. Withholding:

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

7. Overtime Requirements:

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

8. Violation:

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

9. Withholding for Unpaid Wages and Liquidated Damages:

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

V. STATEMENTS AND PAYROLLS

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

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

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

2. Payrolls and Payroll Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

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

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

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

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

VIII. SAFETY: ACCIDENT PREVENTION

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

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

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

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - Primary Covered Transactions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

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

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

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

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

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

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

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

NOTICE

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

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

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

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

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