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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or Timothy.Garman@illinois.gov.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

139

| Proposal Submitted By | |
|-----------------------|--|
| Name | |
| Address | |
| City | |

Letting January 16, 2009

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 97351
MADISON County
Section 05-00016-03-BR (Bethalto)
Route FAU 8959 (West Corbin St.)
Project ACHPP-HPP-863(3)
District 8 Construction Funds

| PLEASE MARK THE APPROPRIATE BOX BELOW: |
|--|
| ☐ A <u>Bid</u> <u>Bond</u> is included. |
| ☐ A Cashier's Check or a Certified Check is included |
| |

| , |
|---|
| , |

Checked by

Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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.

Call

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding

| J | |
|--|--------------|
| Prequalification and/or Authorization to Bid | 217/782-3413 |
| Preparation and submittal of bids | 217/782-7806 |
| Mailing of CD-ROMS | 217/782-7806 |



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

Route FAU 8959 (West Corbin St.)
District 8 Construction Funds

| 1. | Proposal of |
|----|---|
| Та | xpayer Identification Number (Mandatory) for the improvement identified and advertised for bids in the Invitation for Bids as: |
| | Contract No. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) |

Project consists of the construction of a 2-span 42" web plate girder, cast-in-place concrete deck bridge, 227'-8" in length, over IL 255, the extension of West Corbin Street consisting of a PCC pavement 8 1/2" on a prepared lime modified soil with a 4" aggregate subbase, concrete curb and gutter, storm sewers, sidewalks and a 8' x 4' cast-in-place double box culvert, beginning at the intersection of Stadium Drive west over IL 255 terminating near Cottage Avenue in Bethalto.

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.

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

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

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

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

| undersigned. | | |
|---|-----------------|----------------|
| Attach Cashier's | Check or Certif | ied Check Here |
| In the event that one proposal guaranty check is intended to cover to fithe proposal guaranties which would be required for each individuatate below where it may be found. | | |
| The proposal guaranty check will be found in the proposal for: | Item | |
| | Section No. | |
| | County | |
| 1 | | |

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

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

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

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

Schedule of Combination Bids

| Combination | | Combinatio | n Bid |
|-------------|----------------------------------|------------|-------|
| No. | Sections Included in Combination | Dollars | Cents |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

STATE JOB #- C-98-365-06 PPS NBR - 8-88882-0100

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

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| MADISON N | AME CODE DIST SECTIO SECTIO O5-00016-03-BR (| NUMBER BETHALTO) | ACHP | PROJECT NU P-HPP-0863/0 | MBER 03/000 | ROUTE FAU 8959 | |
|-----------------|--|---------------------|----------|---|-----------------------------|---|----------------|
| I TEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRI DOLLARS | CE | TOTAL PRICE | 775 |
| XX001875 | N TA 5 DIA T3V F&G | ΕA | 2.000 | × | · 11 — | | |
| X00776 | ICK SLOPE WALL | SQ | 192.000 | X | | 1 | 1 |
| X00776 | TLND MIT PLANT/SEED | ACR | 1.600 | X - | | 1 1 1 1 1 1 1 1 | |
| 030026 | ODEN FENCE REMOV | F00 | 514.000 | X | 1 1 1 | 1 | |
| 0320591 | SAN MAN REMOVED | EAC | 1.0 | T | ! ! ! | 1 | 1 |
| 0322791 | FILL EXIST SAN SEWER | CU Y | 9.000 | - X - I | 1 - 11 - | 1 | 1 |
| 0323265 | REMOVE EXIST RIPRAP | SQ Y | 70.000 | - X | | 1 | 1 1 1 |
| 6020074 | INLETS TA T3V F&G | EAC | 7.000 | - X - ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! | ! ! ! ! ! | 1 | 1 1 1 |
| 6020075 | INLETS TB T3V F&G | Ερι | 11.000 | -> | - - - - | 1 | |
| 0030150 | IMPACT ATTEN NRD TL3 | EACH | 2.000 | - X - 1 | - II | 1 | 1 |
| 0054517 | ROCK FILL - FOUNDATN | 10 | 44. | - X - ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! | - 11 - | 1 | 1 |
| 0057200 | SAN SEW 15 | F00 | 383.000 | - > - | | | ! ! |
| 0100500 | TREE REMOV ACRES | AC | 5.61 | - | 1 1 1 1 1 | ! ! ! ! ! ! ! | ! ! ! |
| 0100 | EARTH EXCAVATI | → ! | 00 | | - 11 | 1 | 1 |
| 04008 | URNISHED EXCAV | | 7,0 | — | - II - | 1 | 1 |
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ILLINOIS DEPARTMENT OF TRANSPORTATION EC SCHEDULE OF PRICES RU CONTRACT NUMBER - 97351 RU

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| | 103.000 X | S0 YD | E DUMP RIP C | 810070 |
| | 6.000 | | TONE DUMP RIP CL A3 | 810070 |
| ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! | 221.000 | SQ | ONE RIPRAP CL A5 | 810010 |
| - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 31.000 | EACH | NLET & PIPE PROTECT | 800050 |
| 1 1 1 - 11 - 11 - 11 - 11 - 11 - 11 - 11 | ,201.000 | FOOT | PERIMETER EROS BAR | 800040 |
| | 44.000 | EACH | TEMP DITCH CHECKS | 000300 |
| - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | 520.000 | POL | TEMP EROS CONTR SEED | 8000250 |
| | 250.000 | SQ YD | EROSION CONTR BLANKET | 5100630 |
| | 5.200 | ACRE | MULCH METHOD 2 | 5100115 |
| - II - I I I I I I I I I I I I I I I I | 468.000 | . . . | POTASSIUM FERT NUTR | 5000600 |
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| 1 1 1 1 1 1 1 | 5.200 | ACRE | SEEDING CL 2 | 5000200 |
| | 708.100 | CU YD | TRENCH BACKFILL | 080015 |
| - II — | 465.000 | | US GRAN | 07 |
| UNIT PRICE TOTAL PRICE DOLLARS CENTS DOLLARS CTS | QUANTITY | UNIT OF | PAY ITEM DESCRIPTION | I TEM NUMBER |

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

RUN DATE - 12/04/08
RUN TIME - 183909

| I TEM NUMBER | PAY ITEM DESCRIPTION | MEASURE | QUANTITY | UNIT PRICE DOLLARS CENTS | TOTAL PRICE DOLLARS CTS |
|-----------------|----------------------|---------|-------------|---|--|
| 200200 | FILTER FABRIC | SQ Y | 4. | - 11 | |
| 00650 | PROCESS MOD SOIL 12 | SQ YD | ,053.00 | | |
| 201500 | LIME | TON | 174.40 | | |
| 100300 | UB GRAN MAT A 4 | SQ YD | 9,053.000 | 1 | |
| 000311 | PCC PVT 8 1/2 JOINTD | SQ YD | 6,895.00 | 1 | |
| 001165 | BR APPR PAVT | SQ YD | 200.000 | | |
| 001300 | ROTECTIVE COAT | SQ YD | 9,298.000 | 1 1 1 | |
| 300200 | PCC DRIVEWAY PAVT 6 | SQ YD | 84.000 | 1 1 1 1 1 1 1 1 | 1 1 1 1 1 1 1 1 |
| 400100 | PC CONC SIDEWALK 4 | SQ FT | 9,962.000 | | |
| 000300 | CURB REM | FOOT | 4.000 | | |
| 200100 | STRUCTURE EXCAVATION | CU YD | 57.000 | 1 1 1 1 1 | |
| 300225 | ONC STRUCT | CU YD | 350.200 | | |
| 300255 | NC SUP-STR | CU YD | 50.600 | 1 | 1 |
| 300260 | BR DECK GROOVING | _ I | .000 | 1 1 1 1 1 1 | |
| 3002 | ONCRETE ENCASEMENT | CU YD | ا ن ا | 11 - 11 - 11 | |
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

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|----------------|-----------------------|-----------------|-------------|---|------------------|
| 0300 | ORM LINER TEX SURF | Q FT | ,656.000 | - 11 — | |
| | ROTECTIVE COAT | SQ YD | 28.000 | | 1 |
| 050010 | & E STRUCT STEEL | S | 1.000 | - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | 1 1 1 1 |
| 050 | STUD SHEAR CONNECTORS | EACH | 2,232.000 | - 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | i I |
| 080010 | INFORCEMENT BARS | POUND | 204,384.000 | | 1 1 |
| 0800205 | REINF BARS, EPOXY CTD | POUND | 94,766.000 | | ! |
| 0900805 | PEDESTRIAN RAIL | FOOT | 229.000 | | 1 1 |
| 1100100 | SLOPE WALL 4 | SQ YD | 66.000 | | |
| 1201600 | FUR STL PILE HP12X53 | FOOT | 646.000 | | |
| 1201700 | FUR STL PILE HP12X74 | FOOT | 1,938.000 | - 11 | 1 |
| 1201710 | FUR STL PILE HP12X84 | FOOT | 768.000 | - II - I | |
| 1202305 | DRIVING PILES | F00T | ,333.000 | 1 | I I I |
| 1203600 | TEST PILE ST HP12X5 | EACH | 1.000 | | |
| 120370 | TEST PILE ST HP12X7 | ACH | .000 | - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | |
| 120371 | EST PILE ST HP12X | EACH | 2.000 X | - II - I | 1 1 1 |
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

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| | 1.000 X | ∑ 1 | PRC FLAR END SEC | 4213681 |
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| - II - I | 1.000 X | EACH | PRC FLAR END SEC 18 | 4213663 |
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| 1 | 12.000 X | EACH | ANCHOR BOLTS 1 1/2 | 0540 |
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

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|-----------------|----------------------|-----------------|----------|---|---|
| 4248510 | ONCRETE COLLAR | ~ | . 50 | - 11 — | |
| 50A0340 | STORM SEW CL A 2 12 | F00 | 780.00 | | 1 1 1 |
| 50A0360 | TORM SEW CL A 2 1 | T00 | 8.00 | | 1 1 1 1 1 |
| 50A0380 | TORM SEW CL A 2 18 | FOOT | 06.00 | | 1 |
| 50A0430 | TORM SEW CL A 2 30 | F0 | 7.0 | | |
| 8600100 | SAND BACKFILL | CU YD | 53.000 | - 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | ! ! ! ! |
| 8700100 | BRIDGE SEAT SEALER | L SUM | 00 | - 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | 1 1 1 1 |
| I | CONCRETE SEALER | SQ FT | 173.000 | 1 | 1 |
| 9100100 | GEOCOMPOSITE WALL DR | SQ YD | 00 | 1 | 1 1 1 |
| 0109582 | P UNDR FOR STRUCT 6 | FOOT | 76.000 | - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | 1 |
| 0218400 | MAN TA 4 DIA T1F CL | ΕA | 2.000 | - 11 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | I I I I I |
| 0219000 | MAN TA 4 DIA T8G | EAC | 1.000 X | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 1 1 1 1 1 |
| 0221100 | AN TA 5 DIA T1F CL | EACH | 0 1 | - 11 | t 1 |
| 0228110 | AN SAN 4 DIA T1F | i O i | . 000 | | 1 1 1 1 1 |
| 0240220 | INLETS TB T3F&G | > □ | 2.000 X | | 1 |
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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 97351

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 12/04/08 RUN TIME - 183909

| | 13.000 X | FO | AINT PVT MK LINE 24 | 800118 |
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| - | 66.000 | F00T | AINT PVT MK LINE 6 | 00113 |
| | 5,387.000 | FOOT | AINT PVT MK LINE 4 | 800111 |
| | 42.000 | FOOT | METAL POST TY A | 2900100 |
| | 25.000 X | SQ FT | SIGN PANEL T1 | 2000100 |
| | 1.000 X | L SUM | TRAF CONT COMPL | 010370 |
| | 1.000 X | L SUM | MOBILIZATION | 7100100 |
| | 12.000 X | CAL MO | ENGR FIELD OFFICE A | 7000400 |
| 1 | 360.000 X | FOOT | WOV W FENCE REM & RE | 6502400 |
| - 11 - 11 - 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 706.000 | FOOT | WOV W FENCE 4 | 6500 |
| | 4.000 | EACH | TRAF BAR TERM T6A | 3100087 |
| ! ! ! | 4.000 | EACH | TRAF BAR TERM T2 | 310004 |
| 1 | 512.500 | FOOT | SPBGR TY A | 3000000 |
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NOTE:

- EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
- <u>ب</u> 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.
- . IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
- BID MAY BE DECLARED UNACCEPTABLE H NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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. |

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

| I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid. | | | |
|---|--|------|--|
| (Bidding Company) | | | |
| | Signature of Authorized Representative | Date | |

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

D.

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 <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.) |
| the bid | or answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or ding 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 zed to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but ot have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided. |
| | nswer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by on that is authorized to execute contracts for your company. |
| bidding | B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the gentity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be sted, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted. |
| ongoin | dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following: |
| agency attache and are | 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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an each sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital perment Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II. |
| "See A | 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 ffidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the it of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases. |
| <u>Bidder</u> | rs Submitting More Than One Bid |
| | s 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. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms rence. |
| | 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: |
| | |

is

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

| Contractor Name | | | | |
|--|---|--|--|--|
| Lorel Address | | | | |
| Legal Address | | | | |
| City, State, Zip | | | | |
| Telephone Number | Email Address | Fax Number (if available) | | |
| Disclosure of the information contained in the LCS 500). Vendors desiring to enter into a cotential conflict of interest information as solublicly available contract file. This Form A contracts. A publicly traded company mathe requirements set forth in Form A. See | contract with the State of Illinois is pecified in this Disclosure Form. A must be completed for bids in e y submit a 10K disclosure (or ed | must disclose the financial information and This information shall become part of the excess of \$10,000, and for all open-ended quivalent if applicable) in satisfaction of | | |
| of ownership or distributive income share in | excess of 5%, or an interest which e copies of this form as necessal irements) | interest in the BIDDER (or its parent) in terms has a value of more than \$102,600.00 (60% ry and attach a separate Disclosure Form | | |
| ADDRESS Type of ownership/distributable income share: | | | | |
| stock sole proprietorship % or \$ value of ownership/distributable in | | other: (explain on separate sheet): | | |
| Disclosure of Potential Conflicts of Interpotential conflict of interest relationships appleacribe. | | | | |
| (a) State employment, currently or in t | he previous 3 years, including conti | ractual employment of services. YesNo | | |
| If your answer is yes, please answe | er each of the following questions. | | | |
| Are you currently an office Highway Authority? | r or employee of either the Capitol I | Development Board or the Illinois Toll YesNo | | |
| currently appointed to or enexceeds \$102,600.00, (60 | ed to or employed by any agency mployed by any agency of the State 10% of the Governor's salary as of 7 employed and your annual salary. | e of Illinois, and your annual salary /1/07) provide the name the State | | |

| 3. | If you are currently appointed to or employed by any agency salary exceeds \$102,600.00, (60% of the Governor's salary (i) more than 7 1/2% of the total distributable income of corporation, or (ii) an amount in excess of the salary of the Corporation. | r as of 7/1/07) are you entitled to receive your firm, partnership, association or |
|--------------------|--|---|
| 4. | If you are currently appointed to or employed by any agency salary exceeds \$102,600.00, (60% of the Governor's salary or minor children entitled to receive (i) more than 15% in age of your firm, partnership, association or corporation, or (ii) a salary of the Governor? | as of 7/1/07) are you and your spouse gregate of the total distributable income |
| ` ' | employment of spouse, father, mother, son, or daughter, include previous 2 years. | ding contractual employment for services |
| If your | answer is yes, please answer each of the following questions. | YesNo |
| 1. | Is your spouse or any minor children currently an officer or er Board or the Illinois Toll Highway Authority? | nployee of the Capitol Development YesNo |
| 2. | Is your spouse or any minor children currently appointed to or of Illinois? If your spouse or minor children is/are currently a agency of the State of Illinois, and his/her annual salary exc Governor's salary as of 7/1/07) provide the name of the spou of the State agency for which he/she is employed and his/her | ppointed to or employed by any ceeds \$102,600.00, (60% of the use and/or minor children, the name |
| 3. | If your spouse or any minor children is/are currently appointed State of Illinois, and his/her annual salary exceeds \$102,600 as of 7/1/07) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an among Governor? | .00, (60% of the salary of the Governor of the total distributable income of your |
| 4. | If your spouse or any minor children are currently appointed State of Illinois, and his/her annual salary exceeds \$102,600.07/1/07) are you and your spouse or any minor children entitle aggregate of the total distributable income from your firm, part (ii) an amount in excess of 2 times the salary of the Governor | 00, (60% of the Governor's salary as of d to receive (i) more than 15% in the thership, association or corporation, or? |
| | | Yes No |
| unit of | e status; the holding of elective office of the State of Illinois, the local government authorized by the Constitution of the State of currently or in the previous 3 years. | |
| ` ' | onship to anyone holding elective office currently or in the previous daughter. | ous 2 years; spouse, father, mother, YesNo |
| Americ of the S | ntive office; the holding of any appointive government office of ta, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years. | on of the State of Illinois or the statues |
| | nship to anyone holding appointive office currently or in the predaughter. | evious 2 years; spouse, father, mother, YesNo |
| (g) Employ | yment, currently or in the previous 3 years, as or by any registe | ered lobbyist of the State government. YesNo |

| (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spous son, or daughter. YesNo | | | | |
|--|--------------------------------|--|--|--|
| (i) Compensated employment, currently or in the previous 3 years, by any registered election committee registered with the Secretary of State or any county clerk of the State of Illinois action committee registered with either the Secretary of State or the Federal Board of Electronic No. 2012. | s, or any political ctions. | | | |
| (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. | | | | |
| Inis disclosure form A is submitted on behalf of the individual named on previous | page. | | | |
| Completed by: | | | | |
| Signature of Individual or Authorized Representative | Date | | | |
| NOT APPLICABLE STATEMENT | | | | |
| I have determined that no individuals associated with this organization meet the criter require the completion of this Form A. | ia that would | | | |
| This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the prev | vious page. | | | |
| | | | | |
| Signature of Authorized Representative | Date | | | |
| | | | | |

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

| Contractor Name | | |
|---|---|----------------------------------|
| Legal Address | | |
| City, State, Zip | | |
| Telephone Number | Email Address | Fax Number (if available) |
| Disclosure of the information contained in this | I s Form is required by the Section 5 | 0-35 of the Illinois Procurement |
| Act (30 ILCS 500). This information shall be | come part of the publicly available o | contract file. This Form B must |
| pe completed for bids in excess of \$10,000, a | and for all open-ended contracts. | |
| DISCLOSURE OF OTHER O | CONTRACTS AND PROCUREMEN | IT RELATED INFORMATION |
| 1. Identifying Other Contracts & Procure has any pending contracts (including leases any other State of Illinois agency: Yes_If "No" is checked, the bidder only needs to | s), bids, proposals, or other ongoing No | procurement relationship with |
| 2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS: | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |
| THE FOL | LOWING STATEMENT MUST BE | CHECKED |
| | | |
| | | |
| ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ | Signature of Authorized Representative | |
| | <u> </u> | |
| 1 | | |

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.



TRAINEES

Contract No. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) Route FAU 8959 (West Corbin St.) District 8 Construction Funds

| PART I. IDENTIFIC | ATION | | | | | | | | | | | | | | | | | |
|---|----------------------|------------------------|------------------|-----------|-----------|----------|--------|--------------|----------|------------|--------|------------------|------|--------|----------------|--------------|---------------|---------------|
| Dept. Human Rights | s # | | | | | | _ Du | ration o | of Proj | ect: _ | | | | | | | | |
| Name of Bidder: | | | | | | | | | | | | | | | | | | |
| PART II. WORKFO A. The undersigned which this contract wo projection including a | bidder hark is to be | as analyz e perform | ed mir ed, an | d for the | ne locati | ions fro | m whic | ch the b | idder re | cruits | employ | ees, and h | ereb | ý subm | its the fol | lowir con | ng workfo | |
| | | TOT | AL Wo | rkforce | Projec | tion for | Contra | act | | | | | | (| CURRENT | | - | S |
| | | | | MIN | ORITY I | EMPLO | YEES | | | TR | AINEES | 3 | | | | | IGNED RACT | |
| JOB CATEGORIES | EMPL | TAL OYEES | | ACK | HISP | | MIN | HER IOR. | TIC | REN- ES | TRA | HE JOB AINEES | | | OTAL LOYEES | | EMPL | RITY DYEES |
| OFFICIALS (MANAGERS) | M | F | M | F | М | F | M | F | М | F | M | F | - | M | F | _ | M | F |
| SUPERVISORS | | | | | | | | | | | | | | | | | | |
| FOREMEN | | | | | | | | | | | | | | | | | | |
| CLERICAL | | | | | | | | | | | | | - | | | | | |
| EQUIPMENT OPERATORS | | | | | | | | | | | | | | | | | | |
| MECHANICS | | | | | | | | | | | | | | | | | | |
| TRUCK DRIVERS | | | | | | | | | | | | | | | | | | |
| IRONWORKERS | | | | | | | | | | | | | | | | | | |
| CARPENTERS | | | | | | | | | | | | | | | | | | |
| CEMENT MASONS | | | | | | | | | | | | | | | | | | |
| ELECTRICIANS | | | | | | | | | | | | | | | | | | |
| PIPEFITTERS, PLUMBERS | | | | | | | | | | | | | | | | | | |
| PAINTERS | | | | | | | | | | | | | | | | | | |
| LABORERS, SEMI-SKILLED LABORERS, | | | | | | | | | | | | | | | | | | |
| UNSKILLED | | | | | | | | | | | | | | | | | | |
| TOTAL | | | | | | | | | | | | | | | | | | |
| Т | TAE OTAL Tra | BLE C | niectio | n for C | ontract | | | | ٦ | | Ī | FOF | R DE | PARTI | MENT USE | ON | ILY | |
| EMPLOYEES IN | TO | TAL OYEES | | ACK | | PANIC | | THER NOR. | 1 | | | | | | | | | |
| TRAINING | М | F | М | F | М | F | М | F | | | | | | | | | | |
| APPRENTICES | | | | | | | | | | | | | | | | | | |
| ON THE JOB | | | | | | | | | 1 | | | | | | | | | |

Note: See instructions on page 2

BC 1256 (Rev. 12/11/08)

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

Contract No. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) Route FAU 8959 (West Corbin St.) District 8 Construction Funds

PART II. WORKFORCE PROJECTION - continued

| B. | Included in "Total Employees" under Table A is the tot event the undersigned bidder is awarded this contract. | | n the |
|-------------|--|---|------------------------------------|
| | The undersigned bidder projects that: (number) | new hires | s would be |
| | recruited from the area in which the contract project is new hires wou | located; and/or (number) Ild be recruited from the area in which the bidder's | |
| | office or base of operation is located. | | |
| C. | Included in "Total Employees" under Table A is a projection of numbers | | ctly by the |
| | The undersigned bidder estimates that (number) be directly employed by the prime contractor and that employed by subcontractors. | persor | ersons will ns will be |
| PART I | III. AFFIRMATIVE ACTION PLAN | | |
| A. | The undersigned bidder understands and agrees that utilization projection included under PART II is determ in any job category, and in the event that the undersignommencement of work, develop and submit a written (geared to the completion stages of the contract) wher utilization are corrected. Such Affirmative Action Plan the Department of Human Rights . | nined to be an underutilization of minority persons of ned bidder is awarded this contract, he/she will, point a Affirmative Action Plan including a specific timetate treby deficiencies in minority and/or female employ | or women rior to able ree |
| B. | The undersigned bidder understands and agrees that submitted herein, and the goals and timetable included to be part of the contract specifications. | | |
| Compa | pany | Telephone Number | |
| Addres | ess | - - | |
| | NOTICE REGARD | DING SIGNATURE | |
| | Bidder's signature on the Proposal Signature Sheet will consti completed only if revisions are required. | itute the signing of this form. The following signature b | lock needs |
| Signat | ature: | Title: Date: | |
| Instruction | tions: All tables must include subcontractor personnel in addition | to prime contractor personnel. | |
| Table A | (Table B) that will be allocated to contract work, and include | ed to perform the contract work and the total number curren de all apprentices and on-the-job trainees. The "Total Employ entices and on-the-job trainees to be employed on the contract | yees" column |
| Table B | Include all employees currently employed that will be alloc currently employed. | cated to the contract work including any apprentices and on-the | e-job trainees |
| Table C | C - Indicate the racial breakdown of the total apprentices and o | on-the-job trainees shown in Table A. | |

ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

| 1. | Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO |
|----|---|
| 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 |

Contract No. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) Route FAU 8959 (West Corbin St.) District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

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

| | Firm Name | |
|--|-----------------------------|--|
| (IF AN INDIVIDUAL) | Signature of Owner | |
| | Business Address | |
| | | |
| | | |
| | Firm Name | |
| | | |
| (IF A CO-PARTNERSHIP) | Business Address | |
| , | | |
| | | Name and Address of All Members of the Firm: |
| | | |
| _ | | |
| | | |
| | Corporate Name | |
| | Ву | Circoture of Authorized Degree contesting |
| (IF A CORPORATION) | | Signature of Authorized Representative |
| | | Typed or printed name and title of Authorized Representative |
| | | |
| | Attest | Signature |
| (IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE | Rusiness Address | • |
| SECOND PARTY SHOULD SIGN BELOW) | Dusilless Address | |
| | | |
| | Corporate Name | |
| | | |
| (IF A JOINT VENTURE) | -, | 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 | places officely an addition | ingel eigenture chaot |



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 specified in Article 102.09 of the "Standard Specifications for I is the lesser sum, well and truly to be paid unto said STATE administrators, successors and assigns. | Road and Bridge Constructi | ion" in effect on the date of invitation for bids, whichever |
| THE CONDITION OF THE FOREGOING OBLIGATION I STATE OF ILLINOIS, acting through the Department of Transhumber and Letting Date indicated above. | | |
| NOW, THEREFORE, if the Department shall accept the and as specified in the bidding and contract documents, submafter award by the Department, the PRINCIPAL shall enter in including evidence of the required insurance coverages and performance of such contract and for the prompt payment of failure of the PRINCIPAL to make the required DBE submission to the Department the difference not to exceed the penalty he which the Department may contract with another party to pervoid, otherwise, it shall remain in full force and effect. IN THE EVENT the Department determines the PRINCI paragraph, then Surety shall pay the penal sum to the Department within such period of time, the Department may bring expenses, including attorney's fees, incurred in any litigation in In TESTIMONY WHEREOF, the said PRINCIPAL and the | nit a DBE Utilization Plan that of a contract in accordance of providing such bond as soft labor and material furnishing or to enter into such contract ereof between the amount sufform the work covered by IPAL has failed to comply with ment within fifteen (15) days go an action to collect the and which it prevails either in which it pre | nat is accepted and approved by the Department; and if, we with the terms of the bidding and contract documents specified with good and sufficient surety for the faithful ned in the prosecution thereof; or if, in the event of the ract and to give the specified bond, the PRINCIPAL pays specified in the bid proposal and such larger amount for said bid proposal, then this obligation shall be null and with any requirement as set forth in the preceding sof written demand therefor. If Surety does not make full mount owed. Surety is liable to the Department for all its whole or in part. |
| | | • • |
| PRINCIPAL | | |
| (Company Name) | | (Company Name) |
| Ву | Ву: | |
| (Signature & Title) | | (Signature of Attorney-in-Fact) |
| Notary Certification for Principal and Surety STATE OF ILLINOIS, County of | | |
| l, | , a Notary Pub | olic in and for said County, do hereby certify that |
| | and | |
| • | als signing on behalf of PRIN | • |
| who are each personally known to me to be the same persons and SURETY, appeared before me this day in person and ack and voluntary act for the uses and purposes therein set forth. | s whose names are subscri nowledged respectively, that | bed to the foregoing instrument on behalf of PRINCIPAL at they signed and delivered said instrument as their free |
| Given under my hand and notarial seal this | day of | A.D |
| My commission expires | | Materia Dalaira |
| In liquid completing the above section of the Proposal Pid I | Form the Principal may file | Notary Public |
| In lieu of completing the above section of the Proposal Bid F marking the check box next to the Signature and Title line be and the Principal and Surety are firmly bound unto the State of | elow, the Principal is ensuring | ng the identified electronic bid bond has been executed |
| Electronic Bid Bond ID# Company / Bidde | er 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. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) Route FAU 8959 (West Corbin St.) District 8 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., January 16, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 97351 MADISON County Section 05-00016-03-BR (Bethalto) Project ACHPP-HPP-863(3) Route FAU 8959 (West Corbin St.) District 8 Construction Funds

Project consists of the construction of a 2-span 42" web plate girder, cast-in-place concrete deck bridge, 227'-8" in length, over IL 255, the extension of West Corbin Street consisting of a PCC pavement 8 1/2" on a prepared lime modified soil with a 4" aggregate subbase, concrete curb and gutter, storm sewers, sidewalks and a 8' x 4' cast-in-place double box culvert, beginning at the intersection of Stadium Drive west over IL 255 terminating near Cottage Avenue in Bethalto.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

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

SUPPLEMENTAL SPECIFICATIONS

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| 205 | Embankment | . 2 |
| 251 | Mulch | . 3 |
| 253 | Planting Woody Plants | . 4 |
| 280 | Temporary Erosion Control | . 6 |
| 443 | Reflective Crack Control Treatment | . 7 |
| 502 | Excavation for Structures | . 10 |
| 503 | Concrete Structures | . 11 |
| 504 | Precast Concrete Structures | . 12 |
| 505 | Steel Structures | . 13 |
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| 633 | Removing and Reerecting Guardrail and Terminals | . 16 |
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RECURRING SPECIAL PROVISIONS

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

| CHE | CK S | SHEET# | AGE NO. |
|--------|-------------------|--|----------|
| 1 | \boxtimes | Additional State Requirements For Federal-Aid Construction Contracts | 65 |
| 2 | \square | (Eff. 2-1-69) (Rev. 1-1-07)Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) | 65 67 |
| 2 3 | \boxtimes | EEO (Eff. 7-21-78) (Rev. 11-18-80) | 67 68 |
| 4 | Ħ | Specific Equal Employment Opportunity Responsibilities | |
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| 5 | | Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07) | |
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| 7 | Ħ | Reserved | |
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| 12 | Ħ | Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) | |
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| 19 | | Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) | |
| 20 | | Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97) | |
| 21 | | Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07) | |
| 22 | | Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) | |
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| LR # LR SD 12 LR SD 13 LR 102 LR 105 LR 107-2 LR 107-3 LR 107-4 LR 107-5 LR 108 LR 212 LR 355-1 LR 355-2 LR 400-1 | Pg # 42 45 | Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Protests on Local Lettings Cooperation with Utilities Railroad Protective Liability Insurance for Local Lettings Disadvantaged Business Enterprise Participation Insurance Substance Abuse Prevention Program Combination Bids Shaping Roadway Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix Asphalt Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface | Effective Nov. 11, 1984 Nov. 1, 1987 Jan. 1, 2007 Jan. 1, 1999 Mar. 1, 2007 Feb. 1, 2007 Jan. 1, 2008 Jan. 1, 1994 Aug. 1, 1969 Oct. 1, 1973 Feb. 2, 1963 Jan. 1, 2008 | Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Nov. 1, 2008 Aug. 1, 2007 Jan. 8, 2008 Mar. 1, 2005 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 |
|--|------------|---|---|--|
| LR 400-1 LR 400-2 LR 400-3 LR 402 LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1004 LR 1013 LR 1030 LR 1032-1 LR 1032-2 LR 1102 | 46 | Bituminous Treated Earth Surface Bituminous Surface Mixture (Class B) Pavement Rehabilitation by the Heat-Scarify-Overlay Method Salt Stabilized Surface Course Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs Coarse Aggregate for Bituminous Surface Treatment Rock Salt (Sodium Chloride) Growth Curve Penetrating Emulsions Multigrade Cold Mix Asphal Road Mix or Traveling Plan Mix Equipment | Jan. 1, 2008 Jan. 1, 2008 Jan. 1, 2008 Feb. 20, 1963 Aug. 1, 1969 Jan. 1, 2008 May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004 Jan. 1, 2004 Jan. 1, 2002 Aug. 1, 1969 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2007 | Jan. 1, 2007 Jan. 2, 2007 Jan. 2, 2007 Jun. 1, 2007 Jan. 1, 2002 Jan. 1, 2002 Jan. 1, 2007 Jan. 1, 2007 Jun. 1, 2007 Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2002 Feb. 1, 2007 Feb. 1, 2007 |

BDE SPECIAL PROVISIONS For the January 16 and March 6, 2009 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.

| File Name | Pg# | | Special Provision Title | Effective | Revised |
|--------------------|------|------------------|--|---------------|---|
| 80099 | | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2007 |
| * 80186 | Å. | | Alkali-Silica Reaction for Cast-in-Place Concrete | Aug. 1, 2007 | |
| * 80213 | 47 | Х | Alkali-Silica Reaction for Precast and Precast Prestressed Concrete | Jan. 1, 2009 | |
| 80207 | 50 | X | Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders | Nov. 1, 2008 | andri seni sa |
| 80192 | | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | | | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Jan. 2, 2007 |
| 50261 | | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | |
| 50481 | | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 50491 | | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 50531 | | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | Jan. 1, 2007 |
| 80166 | 51 | Х | Cement | Jan. 1, 2007 | Nov. 1, 2007 |
| 80198 | | | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | İ | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80193 | | | Concrete Barrier | Jan. 1, 2008 | |
| | 54 | Χ | Concrete Gutter, Type A | Jan. 1, 2009 | |
| * 80214 * 80215 | 55 | Х | Concrete Joint Sealer | Jan. 1, 2009 | |
| 80177 | | MARIA CONTRACTOR | Digital Terrain Modeling for Earthwork Calculations | April 1, 2007 | |
| 80029 | 57 | Χ | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Nov. 1, 2008 |
| 80178 | 65 | X | Dowel Bars | April 1, 2007 | Jan. 1, 2008 |
| 80179 | 66 | Х | Engineer's Field Office Type A | April 1, 2007 | Aug. 1, 2008 |
| 80205 | | | Engineer's Field Office Type B | Aug. 1, 2008 | g, |
| 80175 | | | Epoxy Pavement Markings | Jan. 1, 2007 | |
| 80189 | 69 | Х | Equipment Rental Rates | Aug. 2, 2007 | Jan. 2, 2008 |
| 80169 | - 00 | | High Tension Cable Median Barrier | Jan. 1, 2007 | · · · · · · · · · · · · · · · · · · · |
| 8019 4 | | | HMA – Hauling on Partially Completed Full-Depth Pavement | Jan. 1, 2008 | |
| 80181 | ł | | Hot-Mix Asphalt – Field Voids in the Mineral Aggregate | April 1, 2007 | April 1, 2008 |
| 80201 | ŀ | \dashv | Hot-Mix Asphalt – Plant Test Frequency | April 1, 2008 | 7 tp , 2000 |
| 80202 | ŀ | | Hot-Mix Asphalt – Transportation | April 1, 2008 | |
| 80136 | ŀ | | Hot-Mix Asphalt Mixture IL-4.75 | Nov. 1, 2004 | Jan. 1, 2008 |
| 80195 | İ | | Hot-Mix Asphalt Mixture IL-9.5L | Jan. 1, 2008 | oan. 1, 2200 |
| 80109 | 71 | Х | Impact Attenuators | Nov. 1, 2003 | Nov. 1, 2008 |
| 80110 | ′ ' | | Impact Attenuators, Temporary | Nov. 1, 2003 | Jan. 1, 2007 |
| * 80196 | | | Mast Arm Assembly and Pole | | Jan. 1, 2009 |
| * 80045 | | | | June 15, 1999 | |
| 80203 | 73 | Х | Metal Hardware Cast into Concrete | April 1, 2008 | Nov. 1, 2008 |
| 00200 | . | | (NOTE: This special provision was previously named "Steel Inserts | / .p , | , |
| | | | and Brackets Cast into Concrete".) | | |
| 80165 | j | | Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2007 |
| 80082 | Ì | | Multilane Pavement Patching | Nov. 1, 2002 | • |
| 80180 | 74 | X | National Pollutant Discharge Elimination System / Erosion and | April 1, 2007 | Nov. 1, 2008 |
| | | | Sediment Control Deficiency Deduction | , , | • |
| | l | | (NOTE: This special provision was previously named "Erosion and | | |
| | | | Sediment Control Deficiency Deduction".) | | |
| 80208 | | | Nighttime Work Zone Lighting | Nov. 1, 2008 | |
| 80129 | | | Notched Wedge Longitudinal Joint | July 1, 2004 | Jan. 1, 2007 |
| 80182 | | | Notification of Reduced Width | April 1, 2007 | |
| 80069 | 75 | Χ | Organic Zinc-Rich Paint System | Nov. 1, 2001 | Jan. 1, 2008 |
| * 80216 | | 14 | Partial Exit Ramp Closure for Freeway/Expressway | | |
| 80022 | 79 | Χ | Payments to Subcontractors | June 1, 2000 | Jan. 1, 2006 |
| 80209 | 81 | X | Personal Protective Equipment | Nov. 1, 2008 | |
| 80134 | 82 | Х | Plastic Blockouts for Guardrail | Nov. 1, 2004 | Jan. 1, 2007 |
| * 80119 | | | Polyurea Pavement Marking | April 1, 2004 | Jan. 1, 2009 |

| File Name | <u>Pg#</u> | | Special Provision Title | <u>Effective</u> | Revised |
|--------------------|------------|----------|---|---------------------------|---------------|
| 80210 | | | Portland Cement Concrete Inlay or Overlay | Nov. 1, 2008 | |
| 80170 | | | Portland Cement Concrete Plants | ⁻ Jan. 1, 2007 | |
| * 80217 | | | Post Clips for Extruded Aluminum Signs | Jan. 1, 2009 | |
| 80171 | 83 | X | Precast Handling Holes | Jan. 1, 2007 | |
| * 80218 | | | Preventive Maintenance – Bituminous Surface Treatment | Jan. 1, 2009 | Table 1 |
| * 80219 | | | Preventive Maintenance – Cape Seal | Jan. 1, 2009 | |
| * 80220 * 80221 | | | Preventive Maintenance – Micro-Surfacing | Jan. 1, 2009 | |
| * 80221 | | | Preventive Maintenance - Slurry Seal | Jan. 1, 2009 | |
| 80211 | | | Prismatic Curb Reflectors | Nov. 1, 2008 | |
| 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 | |
| * 80223 | | | Ramp Closure for Freeway/Expressway | Jan. 1, 2009 | |
| 80172 | | | Reclaimed Asphalt Pavement (RAP) | Jan. 1, 2007 | Aug. 1, 2007 |
| 80183 | 85 | Х | Reflective Sheeting on Channelizing Devices | April 1, 2007 | Nov. 1, 2008 |
| 80151 | 86 | Х | Reinforcement Bars | Nov. 1, 2005 | Jan. 2, 2008 |
| 80206 | 88 | X | Reinforcement Bars – Storage and Protection | Aug. 1, 2008 | |
| * 80224 | | | Restoring Bridge Approach Pavements Using High-Density Foam | Jan. 1, 2009 | |
| 80184 | 89 | X | Retroreflective Sheeting, Nonreflective Sheeting, and Translucent | April 1, 2007 | |
| 414 | | | Overlay Film for Highway Signs | | |
| * 80131 * 80152 | 95 | X | Seeding | July 1, 2004 | Jan. 1, 2009 |
| | in i | | Self-Consolidating Concrete for Cast-In-Place Construction | | Jan. 1, 2009 |
| 80132 | 97 | X | Self-Consolidating Concrete for Precast Products | July 1, 2004 | Jan. 1, 2007 |
| 80212 | 99 | X | Sign Panels and Sign Panel Overlays | Nov. 1, 2008 | |
| 80197 | 100 | X | Silt Filter Fence | Jan. 1, 2008 | |
| 80127 | 101 | X | Steel Cost Adjustment | April 2, 2004 | April 1, 2007 |
| 80153 | 105 | X | Steel Plate Beam Guardrail | Nov. 1, 2005 | Aug. 1, 2007 |
| 80191 | 106 | Χ | Stone Gradation Testing | Nov. 1, 2007 | |
| 80143 | 107 | _X_ | Subcontractor Mobilization Payments | April 2, 2005 | |
| 80075 | | | Surface Testing of Pavements | April 1, 2002 | Jan. 1, 2007 |
| 80087 | 108 | Х | Temporary Erosion Control | Nov. 1, 2002 | Jan. 1, 2008 |
| * 80225 | | Kirkery. | Temporary Raised Pavement Marker | | |
| 80176 | | | Thermoplastic Pavement Markings | Jan. 1, 2007 | |
| 20338 | | | Training Special Provisions | Oct. 15, 1975 | |
| 80185 | | | Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and | April 1, 2007 | |
| | | | Translucent Overlay Film for Highway Signs | | |
| 80149 | 109 | Х | Variable Spaced Tining | Aug. 1, 2005 | Jan. 1, 2007 |
| 80071 | 110 | X | Working Days | Jan. 1, 2002 | |
| 80204 | 111 | X | Woven Wire Fence | April 1, 2008 | |

The following special provisions are in the 2009 Supplemental Specifications and Recurring Special Provisions:

| <u>File</u> | Special Provision Title | New Location | Effective | <u>Revised</u> |
|-------------|---|-----------------------------|------------------|----------------|
| <u>Name</u> | | | | |
| 80108 | Asbestos Bearing Pad Removal | Check Sheet #32 | Nov. 1, 2003 | |
| 72541 | Asbestos Waterproofing Membrane and Asbestos | Check Sheet #33 | June 1, 1989 | Jan. 2, 2007 |
| | Hot-Mix Asphalt Surface Removal | | | |
| 80167 | Electrical Service Installation – Traffic Signals | Section 805 | Jan. 1, 2007 | |
| 80164 | Removal and Disposal of Regulated Substances | Section 669 | Aug. 1, 2006 | Jan. 1, 2007 |
| 80161 | Traffic Signal Grounding | Sections 873 and 1076 | April 1, 2006 | Jan. 1, 2007 |
| 80162 | Uninterruptable Power Supply (UPS) | Sections 801, 862 and 1074 | April 1, 2006 | Jan. 1, 2007 |
| 80163 | Water Blaster with Vacuum Recovery | Articles 783.02 and 1101.12 | April 1, 2006 | Jan. 1, 2007 |

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

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective: July 9, 2008

| V | <u>Pg</u> | File Name | <u>Title</u> | <u>Effective</u> | Revised |
|----------|-----------|-----------|--|------------------|---------------|
| | | 00001 | | 1 7. 4004 | 1 4 0007 |
| Ш | | GBSP4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | June 1, 2007 |
| | | GBSP11 | Permanent Steel Sheet Piling | Dec 15, 1993 | Jan 1, 2007 |
| | | GBSP12 | Drainage System | June 10, 1994 | Jan 1, 2007 |
| | | GBSP13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Jan 1, 2007 |
| | | GBSP14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP15 | Three Sided Precast Concrete Structure | July 12, 1994 | June 1, 2007 |
| | | GBSP16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP18 | Modular Expansion Joint | May 19, 1994 | Jan 1, 2007 |
| | | GBSP21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | Jan 1, 2007 |
| X | 112 | | Cleaning and Painting New Metal Structures | Sept 13, 1994 | Jan 1, 2007 |
| | | GBSP25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | July 9, 2008 |
| Ш | | GBSP26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | July 9, 2008 |
| | | GBSP28 | Deck Slab Repair | May 15, 1995 | July 9, 2008 |
| Ш | | GBSP29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | June 1, 2007 |
| | | GBSP31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | June 1, 2007 |
| Ш | | GBSP32 | Temporary Sheet Piling | Sept 2, 1994 | Jan 1, 2007 |
| | | GBSP33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Jan 1, 2007 |
| | | GBSP34 | Concrete Wearing Surface | June 23, 1994 | Jan 15, 2008 |
| | | GBSP35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Jan 1, 2007 |
| Ш | | GBSP36 | Surface Preparation and Painting Req. for Weathering Steel | Nov 21, 1997 | Feb 2, 2007 |
| | | GBSP37 | Underwater Structure Excavation Protection | April 1, 1995 | Jan 1, 2007 |
| | | GBSP38 | Mechanically Stabilized Earth Retaining Walls | Feb 3, 1999 | Jan 15, 2008 |
| | | GBSP42 | Drilled Soldier Pile Retaining Wall | Sept 20, 2001 | Feb 2, 2007 |
| | | GBSP43 | Driven Soldier Pile Retaining Wall | Nov 13, 2002 | Feb 2, 2007 |
| | | GBSP44 | Temporary Soil Retention System | Dec 30, 2002 | Jan 1, 2007 |
| | | GBSP45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Jan 1, 2007 |
| | | GBSP46 | Geotextile Retaining Walls | Sept 19, 2003 | June 1, 2007 |
| | | GBSP47 | High Performance Concrete Structures | Aug 5, 2002 | Jan 1, 2007 |
| \Box | | GBSP50 | Removal of Existing Non-composite Bridge Decks | June 21, 2004 | Jan 1, 2007 |
| X | 119 | GBSP51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 1, 2007 |
| X | 120 | GBSP52 | Porous Granular Embankment (Special) | Sept 28, 2005 | Jan 1, 2007 |
| | | GBSP53 | Structural Repair of Concrete | Mar 15, 2006 | April 2, 2008 |
| | | GBSP55 | Erection of Curved Steel Structures | June 1, 2007 | |
| Ш | | GBSP56 | Setting Piles in Rock | Nov 14, 1996 | Jan 1, 2007 |
| | | GBSP57 | Temporary Mechanically Stabilized Earth Retaining Walls | Jan 6, 2003 | April 2, 2008 |
| | | GBSP58 | Mechanical Splice | Sep 21, 1995 | Jan 1, 2007 |
| | | GBSP59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | July 9, 2008 |
| | | GBSP60 | Containment and Disposal of Non-Lead Pain Cleaning Residues | Nov 25, 2004 | July 9, 2008 |
| \Box | | GBSP61 | Slipform Parapet | June 1, 2007 | |
| | | GBSP62 | Concrete Deck Beams | June 13, 2008 | July 9, 2008 |
| \Box | | GBSP63 | Demolition Plans for Removal of Existing Structures | Sept 5, 2007 | |
| | | GBSP64 | Segmental Concrete Block Wall | Jan 7, 1999 | July 9, 2008 |

LIST ADDITIONAL SPECIAL PROVISIONS BELOW

| Bridge A | Approach | Pavemen | t Detail. | Page ' | 121 |
|----------|----------|---------|-----------|--------|-----|
| | | | | | |

SPECIAL PROVISIONS

The following special provisions supplement the Standard Specifications for Road and Bridge Construction, adopted January 1, 2007, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, and the Manual of Test Procedures of Materials in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheets included here in which apply to and govern the construction of FAU 8959, West Corbin Street, Phase II, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

This project consists of earth excavation, furnished excavation, aggregate base course, lime modified soils, concrete curb and gutter, storm sewers, PCC pavement, a cast-in-place double 8 ft. x 4 ft. box culvert and a two-span, cast-in-place concrete deck bridge over IL-255 for the construction of West Corbin Phase II in Bethalto, Illinois. The project begins at the intersection of Stadium Drive, proceeds west 2,756.44 feet along new alignment over IL-255 and terminates near Cottage Avenue, at total distance of approximately 0.522 miles.

BOARD TEXTURE FINISH

This item shall consist of all labor and materials required to provide a board texture finish to concrete surfaces as specified on plans, by the use of suitable form liners.

The texture pattern shall be wood grain, rough sawn cedar, random width and length board design similar to that shown on Page 4 of these Special Provisions. The form liner used and the pattern shall be approved by the Engineer before commencing work.

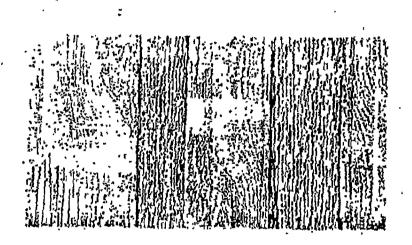
All concrete shall be finished and placed in accordance with the normal requirements of Sections 503 or 504 of the Standard Specifications as applicable, except as hereinafter specified for surfaces requiring a board texture finish.

The Contractor shall take special care to maintain the specified clearance of reinforcement bars from concrete surface of the texture. The nominal dimension as shown on the plans should be taken as being from the deepest indention of the board mark finish shown on the detail (next sheet). Form ties shall be of the "snap tie" type with sufficient break-back so that holes can be plugged.

In order to establish procedures to achieve a finish satisfactory to the Engineer, the Contractor

casting the project member or unit. The sample panel shall be cast in a vertical position using the concrete mix and aggregate proposed for use in the work. Concreting operations and stripping of forms in preparation of the sample panel shall follow actual work procedures insofar as is practical. In any event the approved panel shall be used as the control for the appearance of the finished work and work unsatisfactory to the Engineer shall be corrected, or redone as required by the Engineer.

This work shall be paid for at the contract unit price per square foot for FORM LINER TEXTURED SURFACE.



BOARDMARK CONCRETE

WOOD GRAIN, HI-LO, ROUGH SAWN CEDAR, RANDON WIOTHS: MIN! 100, MAX. -300 RANDOM LENGTHS: MIN! 3 th, MAX. - 6 th.

HOTE: Board allightnesses varying from G to 25 should be used in a random pattern.

BRICK SLOPEWALL

BRICK SLOPEWALL

This item shall consist of furnishing and construction of a brick slopewall on a mortar bed. The slopewall shall be constructed as shown on the plans and as herein specified.

The earth bed shall be trimmed and shaped so that the finished surface shall conform to the lines specified. The Contractor shall, as a part of this item, furnish and place a 50 mm (2 inch) mortar bed over the prepared earth bed. Prior to placement of the bricks, the earth bed shall be treated with a soil sterilant meeting the approval of the Engineer.

The Contractor shall be required to place and complete the 100 mm (4 inch) and 150 mm (6 inch) concrete slopewall around the perimeter of the brick slopewall as shown on the plans, prior to placement of the brick slopewall.

Slopewall bricks shall be of the following type: Somerset Flashed Range Red -57 mm (2-1/4 inch) thick by 95 mm (3-3/4 inch) wide by 190 mm (7-1/2 inch) long, or an approved equal similar in size and color.

Bricks shall be laid with the joints approximately perpendicular to the slope. Placement shall commence with the header brick at the toe of the slope and proceed up the slope. The individual bricks in each horizontal course shall be placed by hand so that they will break joints with the course below.

The bricks shall be snugged into the mortar bed individually. Joints between bricks shall be kept as tight as possible. Placement of mortar shall proceed just ahead of brick placement. The mortar shall be in the proportions of one (1) part of mason cement to three (3) parts of mason sand, with water added as determined by the Engineer to produce a mix that is stiff enough not to flow on the slope, but of such consistency that the bricks can be snugged into the mortar and mortar forced into the joints between bricks. Any mortar that is dropped or forced onto the top surface or exposed edges of the bricks shall be immediately cleaned off.

Brick slopewall shall be measured in place, and the area computed in square meters (square yards).

This work will be paid for at the contract unit price per square meter (square yard) for BRICK SLOPEWALL, furnished, installed and measured as specified herein. Excavation, bedding and soil sterilant will not be paid for separately, but shall be included in the cost of the slopewall.

BRIDGE SEAT SEALER

This work shall consist of furnishing all labor, materials and equipment necessary to perform Bridge Seat Sealer, and shall conform to section 587 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall apply concrete sealant to all bridge bearing seats as described in the contract plans.

This work shall be paid for at the contract unit price per lump sum for BRIDGE SEAT SEALER.

CAHOKIA SYMBOL PRECAST CONCRETE PANELS

This work shall consist of furnishing, delivering to a designated site and unloading the Cahokia symbol Precast Concrete Panels, including all reinforcement and concrete anchors, as shown on the plans. The mold for the Cahokia Symbol Precast Concrete Panel is stored at the Mitchell Maintenance Yard. When work is complete, the mold will be returned to the maintenance yard.

All materials and construction shall be in accordance with the applicable portion of Section 504 of the Standard Specifications. The procedure to be used in construction of the incised pattern of the Cahokia symbol in the panels and the layout of the symbol shall be subject to approval by the Engineer. Casting shall not commence until approval by the Engineer has been obtained.

The Contractor shall be required to load and transport the panels to the project site, unload and place the panels as shown on the plans and as herein specified. The Contractor shall exercise care in transporting and handling these panels so as not to damage the ties, crack or damage the concrete, or stain or otherwise mar the finish. The Contractor also shall assume full responsibility for the panels until the panels are delivered to the project site or maintenance yard and any damage to them caused by the Contractor's negligence shall be repaired or the panel replaced, as necessary, at the Contractor's expense.

The panels shall be set in place in the masonry mortar during placement of stone masonry fencing or set in the forms and cast with the concrete abutment walls, as applicable.

No separate payment will be made for loading, transporting, unloading and placing Cahokia Symbol Precast Concrete Panels. The cost of this work shall be included in the price bid for CONCRETE STRUCTURES.

CONSTRUCTION AND MAINTENANCE SIGNS

This work shall consist of furnishing, mounting and erecting construction and maintenance signs as detailed on the contract plans or as directed by the ENGINEER, and shall be done in accordance with Section 701 of the *Standard Specifications for Road and Bridge Construction* and Highway Standard 702001, except as herein modified.

All construction signs mounted in permanent support for use in temporary traffic control having an area of 10 square feet or more shall be mounted on two 4"x 4" or two 4" x 6" wood posts. Type A metal post (two for each sign) conforming to Article 1006 of the *Standard Specifications for Road and Bridge Construction* may be used in lieu of wood posts.

This work shall be included in the contract unit price per lump sum for TRAFFIC CONTROL COMPLETE.

CONSTRUCTION CONTRACTS

The successful bidder must submit a complete list of all Sub-Contractors at the preconstruction meeting.

The successful bidder, as a condition of this contract, must submit evidence that he has conducted a pre-job conference with his Sub-Contractors and their employees duly recognized assignment and work schedules. This requirement is to promote industrial harmony and to eliminate work stoppages and jurisdictional disputes. Said pre-job conference shall be held at least five (5) days prior to the commencement of any construction.

EROSION CONTROL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Erosion Control as detailed in the Contract Plans and in accordance with Section 280 of the *Standard Specifications for Road and Bridge Construction*, except as modified by this Special Provision.

The ENGINEER may direct the CONTRACTOR to install Erosion Control other than what is detailed on the Contract Drawings. Any additional materials and work required by the Village of Bethalto shall be paid for as specified in Article 109.04 of the *Standard Specifications for Road and Bridge Construction*.

This work shall be measured for payment according to Article 280.07 of the *Standard Specifications* for Road and Bridge Construction for the items specified in the contract plans or by the ENGINEER.

This work shall be paid for according to Article 280.08 of the Standard Specifications for Road and Bridge Construction for the items specified in the contract plans or by the ENGINEER.

FILL EXISTING SANITARY SEWERS

This work shall consist of furnishing all labor, materials and equipment necessary to construct Fill Existing Sanitary Sewers, and shall conform to applicable sections of the *Standard Specifications for Road and Bridge Construction*, and the most current *Standard Specifications for Water and Sewer Main Construction in Illinois*, except as modified herein.

The Contractor shall fill the existing sanitary sewers to be abandoned at the locations described in the contract plans. A nonshrink grout shall be used and shall conform to section 1024 of the Standard Specifications, except as modified below.

The Contractor shall receive approval from the Engineer for the material and method utilized for this work item.

This work shall be paid for at the contract unit price per cubic yard for FILL EXISTING SANITARY SEWERS.

FORM LINER TEXTURED SURFACE

This item consists of providing a textured surface for cast in place concrete, according to the details shown in the plans.

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 tie together to maintain position and shape. Forms shall be made sufficiently tight to prevent leakage of concrete. Forms and form liners shall be according to Section 503 of the Standard Specifications.

The Contractor shall submit plans for the form liner pattern and installation procedure for examination and approval by the Engineer. If such plans are not satisfactory to the Engineer, the Contractor shall make such changes as may be required. The Engineer's concurrence will in no way relieve the Contractor of responsibility for obtaining satisfactory results.

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

Form release agents shall be according to the recommendations of the form liner manufacturer and must be applied the same day as concrete placement. The form release agent shall be compatible with all curing agents and admixtures.

The temperature differential between the form liner and concrete shall not be greater than 5 C (9 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 32 C(90 F), the form liner attachment must allow for thermal expansion.

Variations in dimensions for the cast-in-place concrete with a textured surface shall be within the following tolerances: the width and depth of textured joints shall be within 3 mm (1/8 inch), the location of the joints shall be within 13mm (1/2 inch); the maximum variation of a joint from a straight line shall be 6 mm (1/4 inch) in 3 meters (10 feet).

Test samples that include the proposed textured surface shall be cast by the Contractor and supplied to the Engineer for his approval 30 days prior to pouring the cast-in-place concrete.

The Contractor shall notify the Engineer at least 40 hours prior to placing concrete.

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

External surfaces of all concrete shall be thoroughly worked during the operations of placing in such a manner as to work the mortar against the forms to produce a smooth finish free of honeycomb and with a minimum of water and air pockets.

Depressions 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.

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. Samples of the grout shall be prepared utilizing gray and white cement in various ratios. After the samples have 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(1300 psi)

Air pockets larger than 25 mm (1 inch) in diameter in any form liner textured surface shall be repaired. Honey combed areas larger than 50 mm (2 inches) in diameter (surfaces area) or 15 mm (1/2 inch) in depth shall be chipped out by the Contractor and inspected by the Engineer before being repaired. Repaired areas less than 150 mm (6 inches) in diameter shall be rubbed as described under Patch Rubbed to Match below. Larger areas shall be finished as described under Formed Patch.

a. Formed Patch

Grind patch area to an even plane with surface latence removed. Color match grout as described in "color-matched, non-shrink patching grout" above before application. Cast grout into form liner, 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 "Patched Rubbed to Match" below.

b. 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 produce a surface matching the surrounding textured surface. 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" above, before application.

Fins and form lines which project more than 10 mm (3/8 inch) 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.

<u>Method of Measurement.</u> The limits used to measure the area of textured surface will be those dimensions indicated on the plans or as directed by the Engineer and the area computed in square meters (square yards).

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per for FORM LINER TEXTURED SURFACE.

(square Foot)

FURNISHED EXCAVATION

All furnished excavation shall be done in accordance with Section 204 of the *Standard Specifications* for Road and Bridge Construction, except as modified herein.

A borrow source is available to the Contractor for use as needed. The location of the proposed borrow source can be found on Sheet 45 of the contract plans, and is generally located adjacent to IL 255 approximately 1000 feet northwest of the proposed 2 span highway bridge over IL 255. Soil samples shall be provided by the Contractor to the department for approval as suitable material prior to use. The final location and size of the borrow source shall be approved by the Engineer.

Construction of the proposed pavement subgrade shall conform to Section 300 of the *Standard Specifications for Road and Bridge Construction*.

All cost for this work shall be paid for at the contract unit price per cubic yard for FURNISHED EXCAVATION.

IMPACT ATTENUATORS (NON-REDIRECTIVE), TEST LEVEL 3

This work shall consist of furnishing all labor, materials and equipment necessary to construct Impact Attenuators (Non-Redirective), Test Level 3, and shall conform to applicable section 701 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The Contractor shall submit supplier information and shop drawings of the proposed sand module impact attenuators and array configuration to the Engineer for approval.

The impact attenuators shall be used for pier protection in the median of IL 255, and shall be set on a cast in place concrete slab constructed as detailed in the contract plans.

Method of measurement: Sand module impact attenuators assembled in the array configuration recommended by the manufacturer and the concrete slab as detailed in the contract plans shall be considered as one each.

This work shall be paid for at the contract unit price per each for IMPACT ATTENUATORS (NON-REDIRECTIVE), TEST LEVEL 3.

INLETS, TYPE A, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Type A, Type 3V Frame and Grate, and shall conform to section 602 of the *Standard Specifications* for Road and Bridge Construction.

The Contractor shall construct Inlets, Type A, Type 3V Frame and Grate at the locations and elevations described in the contract plans.

This work shall be paid for at the contract unit price per each for INLETS, TYPE A, TYPE 3V FRAME AND GRATE.

INLETS, TYPE B, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing all labor, materials and equipment necessary to construct Inlets, Type B, Type 3V Frame and Grate, and shall conform to section 602 of the *Standard Specifications* for Road and Bridge Construction.

The Contractor shall construct Inlets, Type B, Type 3V Frame and Grate at the locations and elevations described in the contract plans.

This work shall be paid for at the contract unit price per each for INLETS, TYPE B, TYPE 3V FRAME AND GRATE.

JOINT UTILITY INFORMATION FOR EXCAVATORS (J.U.L.I.E.)

This work shall be done in accordance with Article 107.31 of the *Standard Specifications*, except as herein modified.

Because of minimum 48 hours advance notice is required for notification to utilities, the Contractor will be required to give the ENGINEER and OWNER 96 hours notice, in writing, for a specific area prior to beginning any excavation.

If any of the location markers placed by a utility company in conformance with this procedure are destroyed by CONTRACTOR operations, the CONTRACTOR shall immediately notify the utility OWNER and bear the cost of remarking the facilities at his own cost and expense. Compliance with this special provision shall be considered incidental to the contract and no additional compensation will be allowed for any cost incurred.

COUNTY:

Madison

TOWNSHIP:

5N 9E

SECTION:

QUARTER SECTION:

NE ¼ and SE ¼

MANHOLES, SANITARY, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID

This work shall consist of furnishing all labor, materials and equipment necessary to construct Manholes, Sanitary, 4' Diameter, Type 1 Frame, Closed Lid, and shall conform to section 602 of the Standard Specifications for Road and Bridge Construction, and the most current Standard Specifications for Water and Sewer Main Construction in Illinois.

The Contractor shall construct Manholes, Sanitary, 4' Diameter, Type 1 Frame, Closed Lid at the locations and elevations described in the contract plans.

This work shall be paid for at the contract unit price per each for MANHOLES, SANITARY, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID.

MANHOLES, TYPE A, 5' DIAMETER, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing all labor, materials and equipment necessary to construct Manholes, Type A, 5' Diameter, Type 3V Frame and Grate, and shall conform to section 602 of the Standard Specifications for Road and Bridge Construction.

The Contractor shall construct Manholes, Type A, 5' Diameter, Type 3V Frame and Grate at the locations and elevations described in the contract plans.

This work shall be paid for at the contract unit price per each for MANHOLES, TYPE A, 5' DIAMETER, TYPE 3V FRAME AND GRATE.

PEDESTRIAN RAILING

This work shall consist of furnishing all labor, materials and equipment necessary to construct Pedestrian Railing, and shall conform to applicable section 509 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The Contractor shall submit supplier information and shop drawings of the proposed pedestrian railing to be used to the Engineer for approval.

This work shall be paid for at the contract unit price per foot for PEDESTRIAN RAILING.

PIPE UNDERDRAINS FOR STRUCTURES, 6"

This work shall consist of furnishing all labor, materials and equipment necessary to construct Pipe Underdrains For Structures, 6", and shall conform to section 601 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall install pipe underdrains, 6" behind the proposed bridge abutments as detailed in the contract plans.

This work shall be paid for at the contract unit price per foot for PIPE UNDERDRAINS FOR STRUCTURES, 6".

PORTLAND CEMENT CONCRETE PAVEMENT, 8 1/2" (JOINTED)

This work shall consist of furnishing all labor, materials and equipment necessary to construct PCC Pavement, 8 ½" (Jointed) in accordance with Section 420 of the *Standard Specifications for Road and Bridge Construction*, as detailed in the Contract Plans, and as modified herein.

Standard B.L.R. 10-5 shall apply to all pavement joints constructed under this item, if the Contractor chooses to utilize the Integral Curb option.

This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT, 8 ½" (JOINTED).

REMOVE EXISTING RIPRAP

This work shall consist of furnishing all labor, materials and equipment necessary to construct Remove Existing Riprap, and shall conform to section 281 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The Contractor shall remove the existing riprap at the locations described in the contract plans. The material may be salvaged and reused, provided it is clean and of proper gradation for the planned application. The Contractor shall receive approval from the Engineer prior to reuse of any riprap salvaged under this item.

This work shall be paid for at the contract unit price per square yard for REMOVE EXISTING RIPRAP.

ROCKFILL - FOUNDATION

This work consists of constructing a layer of rockfill below culverts or spread footings having unstable or unsuitable soil conditions. When shown on the plans, the rockfill limits and thickness shall be confirmed by the Engineer prior to excavating below the theoretical top of rockfill line. Materials shall meet the requirements of the following Articles of the Standard Specifications:

All rockfill shall be well graded. The gradation of rockfill shall be selected based on layer thickness as shown below:

b Gradations with a maximum size of 2 in. or smaller shall have less than 6% passing the No. 200 sieve.

Excavation shall be performed according to Section 202 of the *Standard Specifications for Road and Bridge Construction*.

Excavated material may be placed in fills according to Article 202.03 with the approval of the Engineer.

The method of rockfill placement shall be approved by the Engineer. Rockfill shall be capped according to application as shown below:

In spread footing applications, the CA-6 cap shall be compacted to the satisfaction of the Engineer. No compaction of rockfill is required for culvert applications.

Method of Measurement: The contract price for ROCKFILL-FOUNDATION shall include excavation, aggregate materials, aggregate material placement, and placement of excavated materials within right-of-way or disposal off right-of-way. Excavation will not be measured or paid for separately or as part of EARTH EXCAVATION. For precast concrete box culverts, porous granular bedding material and the excavation required for bedding shall be paid for according to Article 540.08. For pipe culverts, the fine aggregate and the excavation required for fine aggregate shall be included in the cost per ft for PIPE CULVERTS of the class and type specified.

Basis of Payment: This work shall be measured and paid for at the contract unit price per ton for ROCKFILL -FOUNDATION.

SAFETY AND HEALTH

The CONTRACTOR shall be responsible for enforcing all O.S.H.A. Safety and Health Standards (29 CFR 1926/1910), pertaining to the construction industry, as established by the United States Department of Labor, Occupational Safety and Health Administration 2207. Safety and training sessions for workmen shall be conducted by the CONTRACTOR and chemical suppliers before work is begun. CONTRACTOR shall notify OWNER one (1) week in advance of meeting. Representatives of the Owner's, Fire Chief's, and Pretreatment Coordinator's Offices shall attend.

SAFETY AND PROTECTION

- A. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All employees on the work and other persons and organizations who may be affected thereby;
 - 2. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 3. Other property on the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage,

injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

CONTRACTOR shall be responsible for parking notices as required to prosecute work. All damage, injury, or loss to any property referred to in paragraph 2 or 3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, or Subcontractor, or Supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and OWNER has issued a notice to CONTRACTOR that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- B. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the CONTRACTOR'S superintendent, unless otherwise designated in writing by CONTRACTOR to OWNER.
- C. In EMERGENCIES affecting the safety or protection of persons or the work or property at the site or adjacent thereto, CONTRACTOR, without special instructions or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury, or loss. CONTRACTOR shall give ENGINEER prompt, written notice if CONTRACTOR believes any significant changes in the work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order will be issued to document the consequences of the changes or variations.

SANITARY MANHOLES TO BE REMOVED

This work shall consist of furnishing all labor, materials and equipment necessary to construct Sanitary Manholes To Be Removed, and shall conform to all applicable sections of the *Standard Specifications for Road and Bridge Construction*, as well as, all EPA regulations for sanitary sewer disposal.

The Contractor shall remove existing sanitary sewer manholes at the locations specified on the plans. Special precautions shall be taken not to damage existing sanitary sewer pipes connected

to each manhole so each existing line can be plugged or filled with grout, whichever is specified at each location.

Dewatering of excavation during removal process will not be paid for separately, but shall be included in the contract unit price.

This work shall be paid for at the contract unit price per each for SANITARY MANHOLES TO BE REMOVED.

SANITARY SEWER 15"

This work shall consist of furnishing all labor, materials and equipment necessary to construct Sanitary Sewer 15", and shall conform to the most current *Standard Specifications for Water and Sewer Main Construction in Illinois* and the requirements of the Village of Bethalto's Sewer District except as modified by these specifications.

Polyvinyl Chloride Sanitary Sewer pipe shall conform to ASTM D-3034, type PSM for sizes 4-inches to 15-inches, and ASTM F-679-89 for sizes 18-inches to 36-inches. For pipe depths less than 15-feet, Polyvinyl Chloride sanitary sewer pipe shall be PVC SDR 35. Polyvinyl Chloride sanitary sewer pipe exceeding 15-feet in depth shall be PVC SDR 26.

P.V.C. sanitary sewer pipe joints shall be in conformance with ASTM D-3212 with the elastomeric gasket glued in place. Gaskets shall be molded from a high grade, properly vulcanized elastomeric compound consisting of either a basic natural or synthetic rubber. Lubricant shall be suitable for lubricating the joint component. It shall have no deteriorating effect on the gasket or pipe material.

Air leakage test and deflection tests shall be performed in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois." The Contractor is be responsible for determining inspection requirements of the Village of Bethalto and shall notify the Village of Bethalto a minimum of 48 hours in advance before construction, reconstruction and activities requiring inspection are scheduled to begin. Contractor shall provide all test data for the sanitary sewers and manholes as required by the Village of Bethalto and the Illinois Environmental Protection Agency.

All work, material and installation of Sanitary Sewers shall not be considered final until the CONTRACTOR has received written approval from the Village of Bethalto or authorized agent.

CONTRACTOR is responsible for providing the Village of Bethalto with two sets of "as-built" drawings depicting sanitary sewers and wye locations at the main and length of the lateral as measured in the field.

This work shall be paid for at the contract unit price per foot for SANITARY SEWER 15"

SEEDING

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

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

| • | , | Table 1 – SEEDING MIXTURES | ** |
|----|---------------------|----------------------------|--------------|
| | Class –Type | Seeds | lb/acre |
| | - - | | (kg/hectare) |
| 2 | Roadside Mixture 7/ | Inferno Tall Fescue | |
| | | Tarheel II Tall Fescue, or | |
| | | Quest Tall Fescue | 100 (110) |
| | | Perennial Ryegrass | 50 (55) |
| | | Creeping Red Fescue | 40 (50) |
| | | Red Top | 10 (10) |
| 2A | Salt Tolerant | Inferno Tall Fescue, | |
| | Roadside Mixture 7/ | Tarheel II Tall Fescue, or | |
| | , | Quest Tall Fescue | 60 (70) |
| | • | Perennial Ryegrass | 20 (20) |
| | | Audubon Red Fescue | 30 (20) |
| | • | Rescue 911 Hard Fescue | 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 | | | | | | |
|-------------------------|--------|--------|-----------|------|-----------------|------------|
| | | | | | Secondary * | |
| | Hard | Purity | Pure Live | Weed | Noxious Weeds | |
| | Seed % | % | Seed % | % | No. per oz (kg) | |
| Variety of Seeds | Max | Min. | Min. | Max. | Max. Permitted | Notes |
| Alfalfa | 20 | 92 | 89 | 0.50 | 6 (211) | 1/ · |
| Clover, Alsike | 15 | 92 | 87 | 0.30 | 6 (211) | 2/ |
| Audubon Red Fescue | 0 | 97 | 82 | 0.10 | 3 (105) | |
| Fescue, Creeping Red | | 97 | 82 | 1.00 | 6 (211) | - . |
| Fescue, Inferno Tall | 0 | 98 | 83 | 0.10 | 2 (70) | - |
| Fescue, Tarheel II Tall | | 97 | 82 | 1.00 | 6 (211) | · - |

| Fescue, Quest Tall | 0 | 98 | 83 | 0.10 | 2 (70) | |
|-----------------------------|---|----|----|------|---------|------|
| Fults Salt Grass | 0 | 98 | 85 | 0.10 | 2 (70) | - |
| Kentucky Bluegrass | - | 97 | 80 | 0.30 | 7 (247) | 4/ |
| Oats | _ | 92 | 88 | 0.50 | 2 (70) | 3/ |
| Redtop | - | 90 | 78 | 1.80 | 5 (175) | 3/ . |
| Ryegrass, Perennial, Annual | - | 97 | 85 | 0.30 | 5 (175) | 3/ |
| Rye, Grain, Winter | _ | 92 | 83 | 0.50 | 2 (70) | 3/ |
| Rescue 911 Hard Fescue | 0 | 97 | 82 | 0.10 | 3 (105) | - |
| Timothy | - | 92 | 84 | 0.50 | 5 (175) | 3/ |
| Wheat, Hard Red Winter | | 92 | 89 | 0.50 | 2 (70) | 3/ |

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

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

SLOPE WALL

This work shall consist of furnishing all labor, materials and equipment necessary to construct Slope Wall, Special, and shall conform to applicable section 511 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

The Contractor shall construct the concrete slope wall and footing system as detailed in the contract plans.

This work shall be paid for at the contract unit price per square yard for SLOPE WALL.

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF UTILITY

TYPE

Ameren 1050 West Boulevard Belleville, IL 62221 (800) 755-5000 Electric

Ameren IP 1050 West Boulevard Belleville, IL 62221 (800) 755-5000 Gas

AT & T 203 Goeth Street Collinsville, IL 62234 (618) 346-6469 Telephone

Charter Communications 210 Division Street Maryville, IL 62026 (888) 438-2427 Cable TV

Village of Bethalto 101 S. Prairie Street Bethalto, IL 62010 (618) 377-8723 Sanitary Sewer

Village of Bethalto 101 S. Prairie Street Bethalto, IL 62010 (618) 377-8723

Water

The above represents the best information and is only included for the convenience of the bidder. The applicable provisions of Articles 102, 105.07, 107.19, and 107.31 of the *Standard Specifications* for Road and Bridge Construction shall apply.

There should be no utility adjustment or removal necessary for this project. If during the course of construction it is discovered utility adjustment or removal is necessary, and has not been completed when required by the Contractor's Operations, the Contractor should notify the Village of Bethalto in writing. A request for an extension of time will be considered to the extent the Contractor's Operations were affected.

STONE FACED FINISH

This item shall consist of all labor and materials required to provide a stone faced finish to concrete surfaces as specified on plans, by the use of suitable form liners.

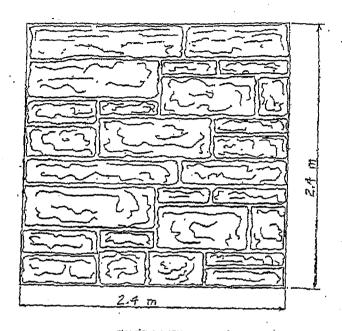
The stone faced pattern shall be similar to that shown on Page 21 of these Special Provisions. The form liner used and the pattern shall be approved by the Engineer before commencing work.

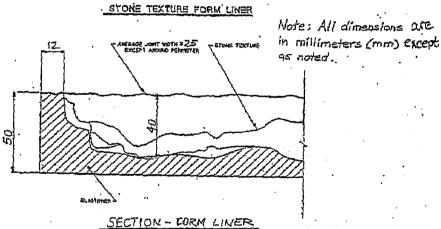
All concrete shall be furnished and placed in accordance with the normal requirements of Section 503 of the Standard Specifications as applicable, except as hereinafter specified for surfaces requiring a stone faced finish.

The Contractor shall take special care to maintain the specified clearance of reinforcement bars from concrete surface to the finish. The nominal dimensions as shown on the plans should be taken as being from the deepest indentation of the stone faced finish shown on the detail on Sheet 8 of these Special Provisions. Form ties shall be of the "snap tie" type with sufficient break-back so that holes can be plugged.

In order to establish procedures to achieve a finish satisfactory to the Engineer, the Contractor shall submit to the Engineer for approval a 0.6 x 0.6 m (2x2 foot) sample panel prior to casting the project member or unit. The sample panel shall be cast in a vertical position using the concrete mix and aggregate proposed for use in the work. Concreting operations and stripping of forms in preparation of the sample panel shall follow actual work procedures insofar as is practical. In any event the approved panel shall be used as the control for the appearance of the finished work and work unsatisfactory to the Engineer shall be corrected, or redone as required by the Engineer.

This work shall be paid for at the contract unit price per square **foot** for FORM LINER TEXTURED SURFACE.





TEMPORARY SEEDING

This work shall consist of furnishing all labor, materials and equipment necessary to construct Temporary Seeding, and shall conform to section 250 of the *Standard Specifications for Road and Bridge Construction*.

The Contractor shall apply temporary seed to any graded areas left undisturbed for more than 10 days in succession. Class 7 seed according to Article 250.07 shall be used.

This work shall be paid for at the contract unit price per pound for TEMPORARY EROS TON CONTROL SEEDING.

TRAFFIC BARRIER TERMINAL, TYPE 6A

This work shall consist of furnishing all labor, materials and equipment necessary to construct Traffic Barrier Terminal, Type 6A, and shall conform to section 631 of the *Standard Specifications* for Road and Bridge Construction.

The Contractor shall install Traffic Barrier Terminals, Type 6A at the locations detailed in the contract plans.

This work shall be paid for at the contract unit price per each for TRAFFIC BARRIER TERMINAL, TYPE 6A.

TRAFFIC CONTROL COMPLETE

Traffic Control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways, Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, any special details and Highway Standards contained herein, and in the Contract Plans and the Standard Specifications for Traffic Control Items.

At the preconstruction meeting, the CONTRACTOR shall furnish the name of the individual in his direct employ who is responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by the subcontractor, consent shall be requested of the ENGINEER at the time of the preconstruction meeting in accordance with Article 108.01 of the *Standard Specifications for Road and Bridge Construction*. This shall not relieve the CONTRACTOR of the foregoing requirement for a responsible individual in his direct employ.

The CONTRACTOR shall furnish, erect, maintain and remove all warning signs, flags, barricades and lights in accordance with Article 107.14 of the *Standard Specifications for Road and Bridge Construction*, the latest edition of the *Manual of Uniform Traffic Control Devices for Highways and Streets* and/or as directed by the ENGINEER.

Any additional cost to the CONTRACTOR, due to furnishing, erecting, maintaining and removing all warning signs, flags, barricades and lights as required by the Special Provisions, Traffic Control Standards, Article 107.14 of the *Standard Specifications for Road and Bridge Construction*, the

Manual of Uniform Traffic Control Devices for Highways and Streets, or as directed by the ENGINEER will be considered included in the price of the various items of work involved and no additional compensation will be allowed, except as described herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction, and the following Highway Standards relating to Traffic Control:

| 701101 | 701106 | 701400 | 701401 | 701406 | 701901 |
|--------|--------|--------|--------|--------|--------|
| BLR17 | BLR21 | | | | • |

The CONTRACTOR shall utilize Standards 701400 in conjunction with 701401, when a full two lane closure of IL 255 for any time period is required. Full two lane closures will be allowed for a maximum time period of 15 minutes. After a 15 minute period of closure the highway must be reopened to allow stopped traffic to clear before full closure for another 15 minute period is permitted. A flagger shall be added to the above standards to stop traffic during the approved time periods. Portable Changeable Message Boards shall be utilized to inform the public one week prior to the beginning of the night time closures at one location each on the northbound and southbound lanes of IL 255. The exact locations and messages displayed shall be as directed by the engineer.

The CONTRACTOR shall conduct his operations to insure local access to all properties throughout the project limits in accordance with Article 107.09, except that the cost incurred by the CONTRACTOR for providing and maintaining an acceptable surface of aggregate for temporary roads and approaches for access to driveways, streets or field entrances shall be considered included in the cost of the contract.

The cost of furnishing, placing, and maintaining during construction the signs and barricades shown on the Traffic Control Plan Sheet and those not covered in a pay item in the Special Provisions shall be considered included in the various items of work involved.

The CONTRACTOR shall utilize Standard BLR 21-7-Condition 2, and shall provide 2 post-mounted Type III Barricades at the end of W. Corbin at approximate Station 61+60, as shown on the Traffic Control Plan Sheet, and shall remain in place after completion of construction. A standard ROAD CLOSED sign shall be permanently mounted to each Type II Barricade at this location.

The CONTRACTOR shall utilize Standard BLR 21-7-Condition 1, and shall provide 2 temporary Type III Barricades at the end of W. Corbin at Stadium Drive, as shown on the Traffic Control Plan Sheet, and shall remain in place after completion of construction. A standard ROAD CLOSED sign shall be permanently mounted to each Type II Barricade at this location.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL

COMPLETE.

WETLAND AND TREE MITIGATION

Description

This work shall consist of furnishing the design, materials, equipment and labor to construct a wetland mitigation area and tree mitigation area at the locations identified on the contract plans and described herein. All activities shall be in accordance with Sections 201, 202, 250 and 253 of the Standard Specifications, except as modified herein.

General

One Wetland Mitigation Area totaling approximately 0.359 acre will be constructed on site adjacent to an unnamed tributary to Wood River Creek, and will require minor grading and excavating of the existing ground line. Trees of the number and type specified herein will be planted.

One Tree Mitigation Area totaling approximately 1.2 acres will be constructed on site and adjacent to the wetland mitigation area. Trees of the number and type specified herein will be planted.

Submittals

The contractor shall submit to the engineer for approval the exact location and general design for each of the two mitigation areas described above.

Design Criteria

The design shall satisfy the following criteria:

Wetland Mitigation Area

The design plans shall include:

1. General plan sheet showing the location and layout of the proposed wetland mitigation area and spacing of proposed trees to be planted within the wetland mitigation area. Tree species shall be identified on this drawing.

2. Typical section or sections showing the side slopes and depth of the proposed wetland mitigation area.

The bottom of the constructed wetlands shall be graded to contain a rolling or undulating finish grade that varies from 4 to 8 inches overall, and shall be lined with 6 inches of topsoil. The side slopes shall be no steeper than 3:1 (3H:1V). The proposed wetland mitigation area shall be excavated to a depth of 1 to 2 feet resulting in approximately 871 cubic yards, and the surface area of the bottom of the proposed wetland shall be no less than 0.359 acre.

A total of 40 trees shall be planted within the wetland mitigation site beginning no greater than 10 feet from the edge of any existing and adjacent forested land. The saplings shall be planted at no more than 20 foot staggered spacing.

The exact location of the proposed wetland mitigation area shall be within the general area outlined on sheet 54 of the contract plans.

Tree Mitigation Area

The design plans shall include:

1. General plan sheet showing the location and layout of the proposed tree mitigation area and spacing of proposed trees to be planted within the tree mitigation area. Tree species shall be identified on this drawing.

A total of 131 trees shall be planted within the tree mitigation site beginning no greater than 10 feet from the edge of any existing and adjacent forested land. The saplings shall be planted at no more than 20 foot staggered spacing.

The exact location of the proposed wetland mitigation area shall be within the general area outlined on sheet 54 of the contract plans.

Materials

The materials shall meet the following requirements:

The trees will consist of 2 to 3 gallon containerized advanced root system. A random combination of the species shall be chosen from the following table and shall be approved by the engineer prior to planting.

Forested Wetland Species

| Common Name | Scientific Name | Indicator Status |
|-------------------|---------------------------|------------------|
| Red Maple | Acer rubrum | FAC |
| River Birch | Betula nigra | FACW |
| Buttonbush | Cephalanthus occidentalis | OBL |
| Red-Osier | | |
| Dogwood | Cornus stolonifera | FACW |
| Overcup Oak | Quercus lyrata | OBL |
| Green Ash | Fraxinus pennsylvanica | FACW |
| Pecan | Carya illinoensis | FACW |
| Honey Locust | Gleditsia triacanthos | FAC |
| Bitternut Hickory | Carya cordiformis | FAC |
| Pin Oak | Quercus paulstris | FACW |
| Swamp White Oak | Quercus bicolor | FACW+ |
| American Elder | Sambucus canadensus | FACW- |
| Common Hackberry | Celtis occidentalis | FAC- |
| Common | | · |
| Persimmon | Diosypros virginiana | FAC |

Herbaceous Wetland Species

| Common Name | Scientific Name | Indicator Status |
|--------------------|----------------------|---------------------|
| Sweet Flag | Acorus calamus | OBL |
| Swamp Milkweed | Asclepias incarnata | OBL |
| Panicled Aster | Aster simplex | FACW |
| Tickseed-Sunflower | Bidens coronata | OBL |
| Sweet Joe Pye | | |
| Weed | Eupatorium purpureus | FACW |
| Northern Bedstraw | Galium boreale | FACW |
| White Avens | Geum canadense | FACW |
| Sneezeweed | Helenium autumnale | FACW+ |
| Spotted Touch-Me- | Impatiens capensis | FACW |

| Not | | |
|--------------------|------------------------|--------|
| Blue Flag Iris | Iris virginiea shrevei | OBL . |
| Great Blue Lobelia | Lobelia siphilitca | FACW+ |
| Bunch Flower | Melanthium virginicum | FACW+ |
| Monkey Flower | Mimulus ringens | OBL |
| Ditch Stonecrop | Penthorum sedoides | OBL |
| Bristly Buttercup | Ranunculus hispidus | FAC |
| Curly Dock | Rumex crispus | FAC+ |
| Slender Wheat | Agropyron | |
| Grass | trachycauluna · | FAC |
| Bearded Beggar | · | |
| Ticks | Bidens aristosa | . FACW |
| Fringed Sedge | Carex crinita | OBL |
| Fox Sedge | Carex vulpinoidea | OBL |
| Virginia Wild Rye | Elymus virginicus | FACW- |
| Fowl Manna Grass | Glyceria striata | OBL |
| Rice Cut Grass | Leersia oryzoides | OBL |
| Dark-green Bulrush | Scripus atrovirens | OBL |
| Cord Grass | Spartina pectinata | FACW+ |
| Bur-Reed Sedge | Carex sparganioides | FAC |
| Wool Grass | Scirpus cyperinus | OBL |
| Softstem Bulrush | Scirpus validus | OBL |

Construction Requirements

Wetland Mitigation Area:

The location and design of the proposed wetlands shall be approved by the engineer prior to start of construction. The top 8 inches of topsoil from the proposed wetland area shall be stripped and stockpiled. The remaining excavated material of approximately 871 cubic yards shall be distributed elsewhere on site outside the floodway and all jurisdictional waters and wetlands. The stockpiled topsoil will be used to line the constructed wetlands to a depth of 6 inches after excavation. The bottom of the proposed wetlands shall contain a rolling or undulating bottom that varies from 4 to 8 inches in depth. The mitigation area shall be excavated to a depth of 1 to 2 feet, and shall be sloped gradually from the nearest edge of an existing forested tree line. The proposed side slopes shall be no steeper than 3:1 (3H:1V).

A random collection of 40 trees from the above table shall be planted in 20 foot staggered spacing, beginning 10 feet from the nearest adjacent forested edge line.

Newly graded side slopes within the constructed wetland mitigation area shall be seeded with a nurse crop. The nurse crop shall consist of a mixture of quick growing grasses, such as annual rye grass, and shall be approved by the engineer prior to seeding.

After lining the constructed wetland mitigation area with 6 inches of lightly compacted topsoil a seedbank sufficient to naturally revegetate the newly graded areas with herbaceous cover shall be applied utilizing a seed mixture and rate approved by the engineer. Species that are suited to wetland conditions are listed in the above table. If hydrophytic vegetation does not become reestablished as determined by the engineer, supplemental plantings may be required and a mixture of the species from the above table may be used.

Tree Mitigation Area:

The location and design of the proposed tree mitigation area shall be approved by the engineer prior to start of construction.

A random collection of 131 trees from the above table shall be planted in 20 foot staggered spacing, beginning 10 feet from the nearest adjacent forested edge line.

Method of Measurement

The wetland mitigation area and tree mitigation area will be considered one item at one location and will therefore me measured as one complete item.

Basis of Payment

This work will be paid for at the contract unit price per acre for WETLAND MITIGATION PLANT/SEED MIX.

WOOD FENCE REMOVAL

Existing fence lying within the construction limits and as labeled on the Contract Drawings shall be removed as approved by the Village of Bethalto.

This work shall consist of complete excavation and complete removal of fence, post, post footings, gates, and other fence materials, and satisfactory disposal of all existing fence materials.

All cost for labor, materials, and equipment necessary to complete the required work under this

FAU 8959 (W. CORBIN ST.) SECTION 05-00016-03-BR CONTRACT NO. 97351 VILLAGE OF BETHALTO MADISON COUNTY

Special Provision shall be paid for at the contract unit price bid per foot for the WOODEN FENCE REMOVAL, measured as specified on the Contract Drawings, and as found in the Bid Schedule.

WOVEN WIRE FENCE TO BE REMOVED AND RE-ERECTED

This work shall consist of furnishing all labor, materials and equipment necessary to construct Woven Wire Fence to be Removed and Re-Erected, and shall conform to section 665 of the *Standard Specifications for Road and Bridge Construction*, except as modified herein.

All fence lying within the construction limits and as labeled on the contract plans, or as designated by the ENGINEER, shall be removed and re-erected as detailed on the contract plans and as approved by the ENGINEER. The CONTRACTOR shall take all reasonable care to remove the existing fence and temporarily store the materials in an approved location so as not to destroy the fence or cause it to be replaced.

The CONTRACTOR shall request and receive approval for the proposed fence installation method and procedure from the ENGINEER prior to the fence being re-erected.

The CONTRACTOR shall take adequate precautions in preserving and protecting the fence during construction. Fence which becomes damaged due to construction shall be replaced in kind at the sole expense of the CONTRACTOR.

This work shall be paid for at the contract unit price per foot for WOVEN WIRE FENCE TO BE REMOVED AND RE-ERECTED.

Required Contract Provisions All Contracts Monthly Labor Summary and Activity Reporting

Effective: 1-1.

I. Monthly Labor Summary Report, Form SBE 148

The <u>prime contractor and each first and second tier sub-contractor</u>, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.). For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk or by e-mail.

II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer, reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

| 1. | Gender: | M - Male | F - Female | |
|----|--|---|--|---|
| 2. | Ethnic Group: 4 - American Indian/Alas | 1 - White kan Native | 2 - Black 5 - Asian/Pacific Islander | 3 - Hispanic |
| 3. | Work Classification: CL - Clerical TD - Truck Driver EL - Electrician CM -Cement Mason | OF - Official CA - Carpenter IW - Ironworker PP - Pipefitter | SU - Supervisor EO - Operator PA - Painter TE - Technical | FO - Foremen ME - Mechanic OT - Other LA - Laborer |
| 4. | Employee Status: | J - Journeyman A - Apprentice | O – Owner-Operator C - Cor T - Trainee | прапу |

Specific "Fixed Length Comma Delimited ASCII File Format"

| ·Order | Field Name | Type | Size : |
|--------|-----------------------------|------|--------|
| 1 | Contractor Number | N | 4 |
| 2 | Contractor Reference Number | N | 6 |
| 3 | Contract Number | N | 5 |
| 4 | Period (07/28/2000) | D | 10 |
| 5 | SSN (111-11-1111) | N | 11 |
| 6. | Name | A | 40 |
| 7 | Gender | Α | 1. |
| 8 | Ethnic Group | N | 1 |
| 9 | Work Classification | A | 2 |
| 10 | Employee Status | Α | 1 |
| 11 | Total Hours (0000060.00) | N | 10 |

File Name Conventions: (Contractor Number + Report Month/Year).Txt i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractors contract status each month on the Monthly Activity Report, Form SBE 248:

A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

monitor/molassp2

REQUIRED CONTRACT PROVISIONS ALL CONTRACTS

PAYROLLS and PROCEDURES

EFFECTIVE 2/5/1975, REVISED 11/7/1986, 1/14/1994, and June 2001

The <u>prime contractor</u> and <u>each subcontractor</u> shall submit a weekly certified original and one copy of their company's payroll directly to the District Engineer.

Payrolls must be received within seven days of the payroll ending period.

Payroll data shall be submitted on Payroll Form RE 48 or an approved facsimile.

Every person paid by a contractor or subcontractor in any manner for his or her labor in the construction, prosecution, completion, or repair of this public work is employed and receiving "wages", regardless of any contractual relationship alleged to exist between him or her and the real employer.

Payroll data shall include all persons employed on the job site.

The following employee codes are to be used to identify each individual on the payroll:

| A. | Gender: | M - Male | F - Female | |
|----|--|---|---|---|
| В. | Ethnic Group: 4 - American Indian/Ala | 1 - White skan Native | 2 - Black 5 - Asian/Pacific Islando | 3 - Hispanic er |
| c. | Work Classification: CL - Clerical TD - Truck Drivers EL - Electricians OT - Other | OF - Officials CA - Carpenters IW - Ironworkers PP - Pipefitters | SU - Supervisors EO - Operators PA - Painters TE - Technical | FO - Foremen ME - Mechanics CM - Cement Masons LA - Laborers |
| D. | Employee Status: | O - Owner Operator A - Apprentice | J - Journeyman T - Trainee | C - Company |

Payroll data shall be submitted by the prime contractor and each subcontractor for each consecutive week, from the start to the completion of their work. When there has been no activity during a work week, a payroll is still required to be sent to the District Engineer, with the appropriate box ("No Work", "Suspended", "Completed") checked at the bottom of the Payroll Form RE 48. Do Not check any of these boxes when payroll data is being reported on the payroll.

The Department of Fransportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23GFR part 23G and 41GFR part 60.44 and the fillinois Human Rights Act i Disclosure of this information is REQUIRED. Fall use to comply with it is special provision may result in the withholding or payments to the contractor, and/or. It cancellation termination or suspension of the contract in whole or part.

Compliance with this special Provision shall be considered incidental to the cost of the contract and no additional compensation within allowed for any costs included.



Storm Water Pollution Prevention Plan

| Route | FAU 8959 | Marked Rt. | W. Corbin Street |
|--|--|--|---|
| Section | 05-00016-03-BR | Project No. | HPP-0863(003) |
| County | Madison | Contract No. | 97351 |
| | | | |
| Environn has also | n has been prepared to comply with the provinental Protection Agency on May 30, 2003 for seen prepared to comply with the provisions of storm sewer systems if checked below. | torm water discharges | from Construction Site Activities. This plan |
| NPDES ; | permits associated with this project: | | |
| | ILR10 Permit No. (if applicable): | • | |
| \boxtimes | ILR40 Permit No. (if applicable): | | · · |
| accordan submitted gathering am aware | inder penalty of law that this document and all attace with a system designed to assure that qualified. Based on my inquiry of the person or persons the information, the information submitted is, to be that there are significant penalties for submittinging violations. | d personnel properly g who manage the syste the best of my knowled | athered and evaluated the information m, or those persons directly responsible for lge and belief, true, accurate and complete. |
| OI KIIOWI | ng violations. | 11 | a Q A |
| | Stave A. Bryant | XILUD | 4. Digart |
| | Print Name Mayor | 9 | //2/08 Signature |
| • | Title | | Date |
| | Village of Bethalto | <u>. </u> | |
| | Agency | • | |

I. Site Description:

A. The following is a description of the project location:

Part of Section 2, Township 5 North, range 9 West, Third Principal Meridian, Village of Bethalto, Madison Couty, Illinois.

- B. The following is a description of the construction activity which is the subject of this plan:
 - W. Corbin Street will be extended 3730.17 feet (0.706 Mi.) to the west on new alignment. A two span bridge will be constructed to carry proposed W. Corbin Street over IL 255, and a large cast in place box culvert will be constructed to convey existing drainage into an unnamed tributary of Wood River Creek.
- C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

Tree Removal, Earth Excavation, Furnished Excavation, Brdge Construction, Box Culvert Construction, Storm Sewer, Lime Modified Soil, Aggregate Base Course, Concrete Curb and Gutter, PCC Pavement, Seeding, Mulch.

D. The total area of the construction site is estimated to be 13.85 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is <u>12.50</u> acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

.35

F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

Silty soil (Loess) was encountered at most of the testing locations within the project area and has a relatively high potential for erosion.

G. The following is a description of potentially erosive areas associated with this project:

All grading areas for the roaday from Station 23+43.56 to Station

H. The following is a description of soil disturbing activities, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Roadway embankments of 1V:2H and 1V:3H will be utiliazed throughout the project. Cut and fill heights of 40 ft. in som areas will be constructed.

- I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

The project will drain directly into an unnamed tributary of Wood River Creek and ultimately into Wood River Creek.

K. The following pollutants of concern will be associated with this construction project:

| X | Soil Sediment | \bowtie | Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
|-------------|---------------------------|-------------|--|
| | Concrete | \boxtimes | Antifreeze / Coolants |
| \boxtimes | Concrete Truck Waste | \boxtimes | Waste water from cleaning construction equipment |
| | Concrete Curing Compounds | | Other (specify) |
| \boxtimes | Solid Waste Debris | | Other (specify) |
| _ | Paints | | Other (specify) |
| | Solvents | | Other (specify) |
| X | Fertilizers / Pesticides | | Other (specify) |
| | | | |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the resident engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the resident engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

1. Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing

vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not

occur for a period of 21 or more calendar days. a. Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter. The following Stabilization Practices will be used for this project: ☐ Preservation of Mature Vegetation Erosion Control Blanket / Mulching ☐ Vegetated Buffer Strips Sodding ☐ Protection of Trees Geotextiles □ Temporary Erosion Control Seeding Other (specify) Other (specify) ☐ Temporary Turf (Seeding, Class 7) □ Temporary Mulching Other (specify) □ Permanent Seeding Other (specify) Describe how the Stabilization Practices listed above will be utilized: Temportary seeding will be utilized on all graded areas as sections of grading are completed. Permanent seeding and mulching will be completed after final grading in each section is complete. 2. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act. The following Structural Practices will be used for this project: ☐ Perimeter Erosion Barrier **Rock Outlet Protection** \boxtimes □ Temporary Ditch Check Riprap Gabions ☐ Sediment Trap Slope Mattress ☐ Temporary Pipe Slope Drain Retaining Walls ☐ Temporary Sediment Basin Slope Walls ☐ Temporary Stream Crossing Concrete Revetment Mats ☐ Stabilized Construction Exits Level Spreaders Other (specify) ☐ Turf Reinforcement Mats

Describe how the Structural Practices listed above will be utilized:

☐ Permanent Check Dams

☐ Aggregate Ditch

☐ Paved Ditch

☐ Permanent Sediment Basin

During construction dtch checks will be placed at approximately 200 ft. spacing and silt fence will be used to provide inlet and pipe protection. Riprap will be provided at all upstream and downstream ends of box culverts and pipe culerts, and all ditches with steep slopes.

Other (specify) Other (specify)

Other (specify)

Other (specify)

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

BDE 2342 (Rev. 06/07)

a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

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

Description of Storm Water Management Controls.

4. Other Controls:

a. Vehicle Entrances and Exits – Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- b. Material Delivery, Storage, and Use The following BMPs shall be implemented to help prevent discharges of construction materials during delivery, storage, and use:
 - All products delivered to the project site must be properly labeled.
 - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
 - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
 - Large items such as light stands, framing materials and lumber shall be stored in the open in a general storage area. Such material shall be elevated with wood blocks to minimize contact with storm water runoff.
 - Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency
 contact numbers shall be maintained and stored in one designated area and each Contractor is
 to inform his/her employees and the resident engineer of this location.
- c. Stockpile Management BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pré-mixed aggregate. The following BMPs may be considered:
 - Perimeter Erosion Barrier
 - Temporary Seeding
 - Temporary Mulch
 - Plastic Covers
 - Soil Binders
 - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

- d. Waste Disposal. No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

5. Approved State or Local Laws

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

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

III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

Ditch checks and silt fence will be inspected regularly and repaired or replaced as needed. Temporary seeding will be completed as sections of grading underconstruction are abandoned for a significant amout of time.

IV. Inspections:

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

- A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- B. Based on the results of the inspection, the description of potential pollutant sources identified in section I above and pollution prevention measures identified in section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.

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D. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The Incidence of Non-Compliance shall be mailed to the following address:

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

V. Non-Storm Water Discharges:

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

- A. Spill Prevention and Control BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
 - Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall
 be installed directing concrete truck drivers where designated washout facilities are located.
 - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
 - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
 - Concrete waste solids/liquids shall be disposed of properly...
- C. Litter Management A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
 - Containment
 - Spill Prevention and Control
 - Use of Drip Pans and Absorbents
 - Automatic Shut-Off Nozzles
 - Topping Off Restrictions
 - Leak Inspection and Repair

F. Vehicle and Equipment Maintenance — On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

VI. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of an Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed onto the contractor.



Street Address

Contractor Certification Statement

City/State/ZIP

| accordar | nce with NPDES Permit No. ILR10 issued b | y the Illin | nois Environment | al Protection Agency | on May 30, 2003. | |
|---|--|--------------------------------------|---|---|---|---|
| Route | FAU 8959 | | Marked Rt. | W. Corbin Street | - | |
| Section | 05-00016-03-BR | | Project No. | HPP-0863(003) | | |
| County | Madison | | Contract No. | 97351 | | |
| (NPDES site ident Storm W compliar necessar | | water disc d and und e mentior | charges associat derstand all of th ned project. I ha | ted with industrial act e information and rec ve provided all docur | tivity from the construction quirements stated in the mentation required to be ir |) |
| ☐ Contra | actor | • | | | | |
| ☐ Sub-C | Contractor | | | | | |
| | | • | | | | |
| | Print Name | | | Signature | | |
| | Title | | • | Date | | |
| | | | | • | | |
| | Name of Firm | • | | Telephone | | |
| | | | | | | |

This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in

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

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999 Revised: January 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.

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

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

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
 - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
 - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
 - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
 - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

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

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

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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:

| Village of Bethalto, | Illinois | | | | | | |
|----------------------|-----------------------------|---|--|--|--|--|--|
| Hoelscher Engineer | Hoelscher Engineering, P.C. | | | | | | |
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Department of Transportation Bureau of Local Roads and Streets SPECIAL PROVISION FOR CONSTRUCTION AND MAINTENANCE SIGNS

State of Illinois

Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

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

Effective: January 1, 2009

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

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na $_2$ O + 0.658K $_2$ O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

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

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

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

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

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

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

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
 - 1) Class F Fly Ash. For Class PC concrete, precast products, and PS concrete, Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
 - 2) Class C Fly Ash. For Class PC Concrete, precast products, and Class PS concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.
 - 3) Ground Granulated Blast-Furnace Slag. For Class PC concrete, precast products, and Class PS concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.
 - 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in

the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

<u>Testing.</u> If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

80213

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

Effective: November 1, 2008

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

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

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

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

80207

CEMENT (BDE)

Effective: January 1, 2007 Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001, CEMENT

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

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

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

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

For cast-in-place construction, portland blast-furnace slag cements shall not be used in concrete mixtures when the air temperature is below 40 °F (4 °C) without permission of the Engineer. If permission is given, the mix design strength requirement may require the Contractor to increase the cement or eliminate the cement factor reduction for a water-reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
 - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
 - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.
- **1001.02 Uniformity of Color.** Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.
- 1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.
- 1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

80166

CONCRETE GUTTER, TYPE A (BDE)

Effective: January 1, 2009

Revise the first two paragraphs of Article 606.07 of the Standard Specifications to read:

"606.07 Concrete Gutter, Curb, and Curb and Gutter. Joints in concrete gutter, curb, and combination curb and gutter shall be a continuation of the joints in the adjacent portland cement concrete pavement, base course, base course widening, or shoulder. Expansion joints adjacent to drainage castings may be placed in prolongation with other joint types.

When concrete gutter, curb, and combination curb and gutter are constructed adjacent to flexible pavement or shoulders, joints shall be constructed according to the details shown on the plans."

Delete the fourth sentence of the fourth paragraph of Article 606.07 of the Standard Specifications.

80214

CONCRETE JOINT SEALER (BDE)

Effective: January 1, 2009

Add the following to the end of the second paragraph of Article 503.19 of the Standard Specifications:

"After the surface is clean and before applying protective coat, joints being sealed according to Section 588 shall be covered with a masking tape."

Revise Section 588 of the Standard Specifications to read:

"SECTION 588. CONCRETE JOINT SEALER

588.01 Description. This work shall consist of sealing the transverse joint in the bridge roadway slab.

588.02 Materials. Materials shall be according to the following.

| Item Article | e/Section |
|--|-----------|
| (a) Hot-Poured Joint Sealer | 1050.02 |
| (b) Preformed Flexible Foam Expansion Joint Filler | 1051.09 |

CONSTRUCTION REQUIREMENTS

588.03 General. The faces of all joints to be sealed shall be free of foreign matter, curing compound, oils, grease, dirt, free water, and laitance. Concrete joints to be sealed shall be free of cracked or spalled areas. Any cracked areas shall be chipped back to sound concrete before placing joint sealer.

The hot-poured joint sealer shall be placed when the air temperature in the shade is 40 °F (5 °C) or higher, unless approved by the Engineer.

A continuous length of expansion joint filler of the size designated on the plans, shall be placed in the joint opening at the depth below the finished surface of the joint shown on the plans. Hot-poured joint sealer shall be stirred during heating to prevent localized overheating. The sealing material shall be applied to each joint opening according to the details shown on the plans or as directed by the Engineer, without spilling on the exposed concrete surfaces.

All bridge joints shall be filled to 1/4 in. (6 mm) below the finished surface of the joint. This is to be interpreted to mean that the surface of the sealant shall be level and the point of its contact with the sidewalls of the joint shall be 1/4 in. (6 mm) below the finished surface of the joint.

Any sealing compound that is not bonded to the joint wall or face 24 hours after placing shall be removed and the joint shall be cleaned and resealed.

588.04 Basis of Payment. This work will not be paid for as a separate item, but shall be considered as included in the unit price bid for the major item of construction involved."

80215

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: November 1, 2008

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

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.

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

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

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 companies 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 ___/O__% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

DOWEL BARS (BDE)

Effective: April 1, 2007 Revised: January 1, 2008

Revise the fifth and sixth sentences of Article 1006.11(b) of the Standard Specifications to read:

"The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm) and patching of the ends will not be required. 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."

80178

ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007 Revised: August 1, 2008

Revise Article 670.02 of the Standard Specifications to read:

"670.02 Engineer's Field Office Type A. Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42×30 in. $(1.1 \text{ m} \times 750 \text{ mm})$ each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (I) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

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."

IMPACT ATTENUATORS (BDE)

Effective: November 1, 2003 Revised: November 1, 2008

<u>Description</u>. This work shall consist of furnishing and installing impact attenuators of the category and test level specified.

<u>Materials</u>. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

| Item | Article/Section |
|--|---|
| (a) Fine Aggregate (Note 1) | 1003.01 |
| (b) Steel Posts, Structural Shapes, and Plates | 1006.04 |
| (c) Rail Elements, End Section Plates, and Splice Plates | 1006.25 |
| (d) Bolts, Nuts, Washers and Hardware | |
| (e) Hollow Structural Tubing | 1006.27(b) |
| (f) Wood Posts and Wood Blockouts | 1007.01, 1007.02, 1007.06 |
| (g) Preservative Treatment | 1007.12 |
| (d) Bolts, Nuts, Washers and Hardware | 1006.27(b) 1007.01, 1007.02, 1007.06 |

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list. Fully redirective and partially redirective attenuators shall also be designed for bi-directional impacts.

<u>Installation</u>. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Bases for impact attenuators, other than sand modules, shall be installed when required by the manufacturer. The bases shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Bases for sand module impact attenuators will be required. The bases shall be constructed of either portland cement concrete or hot-mix asphalt (HMA). Portland cement concrete bases shall be 6 in. (150 mm) thick and be according to the applicable requirements of Section 424 of the Standard Specifications. HMA bases shall be 8 in. (200 mm) thick and be according to the applicable requirements of Section 408 of the Standard Specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage. The perimeter of each module and the specified weight (mass) of sand in each module shall be painted on the surface of the base.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

<u>Method of Measurement</u>. This work will be measured for payment as each, where each is defined as one complete installation.

Contract quantities for sand module attenuator bases may be accepted according to Article 202.07(a) of the Standard Specifications. When measured, sand module attenuator bases will be measured in place and the dimensions used to calculate square yards (square meters) will not exceed those as shown on the plans.

Basis of Payment. This work, will be paid for at the contract unit price per each for IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS (FULLY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS (SEVERE USE, NARROW); IMPACT ATTENUATORS (SEVERE USE, WIDE); IMPACT ATTENUATORS (PARTIALLY REDIRECTIVE); or IMPACT ATTENUATORS (NON-REDIRECTIVE), of the test level specified.

Sand module attenuator bases will be paid for at the contract unit price per square yard (square meter) for ATTENUATOR BASE.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

METAL HARDWARE CAST INTO CONCRETE (BDE)

Effective: April 1, 2008 Revised: November 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

"(g) Metal Hardware Cast into Concrete1006.13"

Add the following to Article 504.02 of the Standard Specifications:

Revise Article 1006.13 of the Standard Specifications to read:

"1006.13 Metal Hardware Cast into Concrete. All metal hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be steel and 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)" |

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

Effective: April 1, 2007 Revised: November 1, 2008

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

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

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

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

ORGANIC ZINC-RICH PAINT SYSTEM (BDE)

Effective: November 1, 2001 Revised: January 1, 2008

Add the following to Section 1008 of the Standard Specifications:

"1008.05 Organic Zinc-Rich Paint System. The organic zinc-rich paint system shall consist of an organic zinc-rich primer, an epoxy or urethane intermediate coat, and aliphatic urethane finish coats. It is intended for use over blast-cleaned steel when three-coat shop applications are specified. The system is also suitable for field painting blast-cleaned existing structures.

The coating system shall be evaluated for performance through the National Transportation Product Evaluation Program (NTPEP) for Structural Steel Coatings following the requirements of AASHTO R 31, and shall meet the performance criteria listed herein. After successful NTPEP testing, the coatings shall be submitted to the Illinois Department of Transportation, Bureau of Materials and Physical Research, for qualification and acceptance testing.

- (a) General Requirements.
 - (1) Compatibility. Each coating in the system shall be supplied by the same paint manufacturer.
 - (2) Toxicity. Each coating shall contain less than 0.01 percent lead in the dry film and no more than trace amounts of hexavalent chromium, cadmium, mercury or other toxic heavy metals.
 - (3) Volatile Organics. The volatile organic compounds of each coating shall not exceed 3.5 lb/gal (420 g/L) as applied.
- (b) Panel Preparation for NTPEP testing. The test panels shall be prepared according to AASHTO R 31, except for the following: Test panels shall be scribed according to ASTM D 1654 with a single "X" mark centered on the panel. The rectangular dimensions of the scribe shall have a top width of 2 in. (50 mm) and a height of 4 in. (100 mm). The scribe cut shall expose the steel substrate as verified with a microscope.
- (c) Zinc-Rich Primer Requirements.
 - (1) Generic Type. This material shall be an organic zinc-rich epoxy or urethane primer. It shall be suitable for topcoating with epoxies, urethanes, and acrylics.
 - (2) Zinc Dust. The zinc dust pigment shall comply with ASTM D 520, Type II.
 - (3) Slip Coefficient. The organic zinc coating shall meet a Class B AASHTO slip coefficient (0.50 or greater) for structural steel joints using ASTM A 325 (A 325M) or A 490 (A 490M) bolts.

- (4) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (5) Unit Weight. The unit weight of the mixed material shall be within 0.4 lb/gal (48 kg/cu m) of the original qualification sample unit weight when tested according to ASTM D 1475.
- (6) Percent Solids by Weight of Mixed Primer. The percent solids by weight for the mixed material shall be a minimum of 70 percent and shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (7) Percent Solids by Weight of Vehicle Component. The percent solids by weight of the vehicle component shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.
- (8) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification sample viscosity when tested according to ASTM D 562 at 77 °F (25 °C).
- (9) Dry Set to Touch. The mixed material when applied at 6 mils (150 microns) wet film thickness shall have a dry set to touch of 30 minutes or less when tested according to ASTM D 1640 at 77°°F (25 °C).
- (10) Pot Life. After sitting eight hours at 77°°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.
- (d) Intermediate Coat Requirements.
 - (1) Generic Type. This material shall be an epoxy or urethane. It shall be suitable as an intermediate coat over inorganic and organic zinc primers and compatible with acrylic, epoxy, and polyurethane topcoats.
 - (2) Color. The color of the intermediate coat shall be white, off-white, or beige.
 - (3) Unit Weight. The unit weight of the mixed material and the unit weight of the individual components shall be within 0.20 lb/gal (24 kg/cu m) of the original qualification sample unit weights when tested according to ASTM D 1475.
 - (4) Percent Solids by Weight. The percent solids by weight for the mixed material shall not vary more than ±2 percentage points from the percent solids by weight of the original qualification samples when tested according to ASTM D 2369.

- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in eight hours when applied at 10 mils (255 microns) wet film thickness and tested according to ASTM D 1640.
- (6) Viscosity. The viscosity of the mixed material shall not vary more than ±10 Krebs Units from the original qualification samples when tested according to ASTM D 562 at 77 °F (25 °C).
- (7) Pot Life. After sitting two hours at 77°°F (25 °C), the mixed material shall not show curdling, gelling, gassing, or hard caking.
- (e) Urethane Finish Coat Requirements.
 - (1) Generic Type. This material shall be an aliphatic urethane. It shall be suitable as a topcoat over epoxies and urethanes.
 - (2) Color and Hiding Power. The finish coat shall match Munsell Glossy Color 7.5G 4/8 Interstate Green, 2.5YR 3/4 Reddish Brown, 10B 3/6 Blue, or 5B 7/1 Gray. The color difference shall not exceed 3.0 Hunter Delta E Units. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 3 mils (75 microns) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand—Held, Blade Film Application. Color measurements shall be determined on a spectrophotometer with 45 degrees circumferential/zero degrees geometry, illuminant C, and two degrees observer angle. The spectrophotometer shall measure the visible spectrum from 380-720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.
 - (3) Contrast Ratio. The contrast ratio of the finish coat applied at 3 mils (75 microns) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805.
 - (4) Weathering Resistance. Test panels shall be aluminum alloy measuring 12 x 4 in. (300 x 100 mm) prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. A minimum dry film thickness of 3 mils (75 microns) of finish coat shall be applied to three test panels according to ASTM D 823, Practice E, Hand Held Blade Film Application. The coated panels shall be cured at least 14 days at 75 °F ± 2 °F (24 °C ± 1 °C) and 50 ± 5 percent relative humidity. The panels shall be subjected to 300 hours of accelerated weathering using the light and water exposure apparatus (fluorescent UV condensation type) as specified in ASTM G 53-96 and ASTM G 154 (equipped with UVB-313 lamps). The cycle shall consist of eight hours UV exposure at 140 °F (60 °C) followed by four hours of condensation at 104 °F (40 °C). After exposure, rinse the panel with clean water; allow to dry at room temperature for one hour. The exposed panels shall not show a color change of more than 3 Hunter Delta E Units.

- (5) Dry Time. The mixed material shall be dry to touch in two hours and dry hard in six hours when applied at 6 mils (150 microns) wet film thickness and tested according to ASTM D 1640.
- (f) Three Coat System Requirements.
 - (1) Finish Coat Color. For NTPEP testing purposes, the color of the finish coat shall match the latest applicable AASHTO R 31 specified color.
 - (2) Salt Fog. When tested according to ASTM B 117 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after scraping after 5,000 hours of salt fog exposure:

| Salt Fog Acceptance Criteria | | | | | | |
|--------------------------------|---------------|---------------|--|--|--|--|
| Blister Criteria Rust Criteria | | | | | | |
| Conversion Value | Maximum Creep | Average Creep | | | | |
| 9 | 4 mm | 2 mm | | | | |

(3) Cyclic Exposure. When tested according to ASTM D 5894 and evaluated according to AASHTO R 31, the paint system shall exhibit no spontaneous delamination and not exceed the following acceptance levels after 5,000 hours of cyclic exposure:

| Cyclic Exposure Acceptance Criteria | | | | | | |
|-------------------------------------|---------------|---------------|--|--|--|--|
| Blister Criteria Rust Criteria | | | | | | |
| Conversion Value | Maximum Creep | Average Creep | | | | |
| 9 | 7 mm | 4 mm | | | | |

- (4) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 2.20 lb (1000 gram) load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 0.00049 lb (220 mgs).
- (5) Adhesion. The adhesion to an abrasively blasted steel substrate shall not be less than 900 psi (6.2 MPa) when tested according to ASTM D 4541 Annex A4.
- (6) Freeze Thaw Stability. There shall be no reduction of adhesion, which exceeds the test precision, after 30 days of freeze/thaw/immersion testing. One 24 hour cycle shall consist of 16 hours of approximately -22 °F (-30 °C) followed by four hours of thawing at 122 °F (50 °C) and four hours tap water immersion at 77 °F (25 °C). The test panels shall remain in the freezer mode on weekends and holidays.
- (g) Sampling, Testing, Acceptance, and Certification. Sampling, testing, acceptance, and certification of the coating system shall be according to Article 1008.01."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: November 1, 2008

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

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

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004 Revised: January 1, 2007

Add the following to Article 630.02 of the Standard Specifications:

"(g) Plastic Blockouts (Note 1.)

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

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007 Add the following to Article 540.02 of the Standard Specifications: "(g) Handling Hole Plugs......1042.16" Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications: "Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar." Add the following to Article 542.02 of the Standard Specifications: "(ee) Handling Hole Plugs1042.16" Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 550.02 of the Standard Specifications: "(o) Handling Hole Plugs......1042.16" Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following: "Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation." Add the following to Article 602.02 of the Standard Specifications: Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007 Revised: November 1, 2008

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

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

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

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

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

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: January 2, 2008

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

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

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

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

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

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

RETROREFLECTIVE SHEETING, NONREFLECTIVE SHEETING, AND TRANSLUCENT OVERLAY FILM FOR HIGHWAY SIGNS (BDE)

Effective: April 1, 2007

<u>General</u>. This special provision covers retroreflective sheeting and translucent overlay films intended for application on new or refurbished aluminum. The sheeting serves as the reflectorized background for sign messages and as cutout legends and symbols applied to the reflectorized background. Messages may be applied in opaque black or transparent colors.

This special provision also covers nonreflective sheeting for application on new or refurbished aluminum, and as material for cutout legends and symbols applied to the reflectorized background.

All material furnished under this specification shall have been manufactured within 18 months of the delivery date. All material shall be supplied by the same manufacturer.

<u>Retroreflective Sheeting Properties</u>. Retroreflective sheeting shall consist of a flexible, colored, prismatic, or glass lens elements adhered to a synthetic resin, encapsulated by a flexible, transparent plastic having a smooth outer surface and shall meet the following requirements.

Only suppliers whose products have been tested and approved in the Department's periodic Sheeting Study will be eligible to supply material. All individual batches and or lots of material shall be tested and approved by the Department. The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

Type A Sheeting
Minimum Coefficient of Retroreflection
candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type A

| Observation | Entrance | | | | | | | |
|--------------|--------------|-------|--------|--------|-----|-------|------|-------|
| Angle (deg.) | Angle (deg.) | White | Yellow | Orange | Red | Green | Blue | Brown |
| 0.2 | -4 | 250 | 170 | 100 | 45 | 45 | 20 | 12 |
| 0.2 | +30 | 150 | 100 | 60 | 25 | 25 | 12 | 8.5 |
| 0.5 | -4 | 95 | 65 | 30 | 15 | 15 | 8 | 5 |
| 0.5 | +30 | 75 | 50 | 25 | 10 | 10 | 5 | 3.5 |

Type AA Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (0 and 90 degree rotation)

| | • | 3PO 70 C | (o ana co | 409.001 | otation, | | |
|--------------|--------------|----------|-----------|---------|----------|------|-----|
| Observation | Entrance | | | | | | |
| Angle (deg.) | Angle (deg.) | White | Yellow | Red | Green | Blue | FO |
| 0.2 | -4 | 800 | 660 | 215 | 80 | 43 | 200 |
| 0.2 | +30 | 400 | 340 | 100 | 35 | 20 | 120 |
| 0.5 | -4 | 200 | 160 | 45 | 20 | 9.8 | 80 |
| 0.5 | +30 | 100 | 85 | 26 | 10 | 5.0 | 50 |

Type AA (45 degree rotation)

| | <u> </u> | | |
|--------------|--------------|--------|-------|
| Observation | Entrance | | |
| Angle (deg.) | Angle (deg.) | Yellow | FO FO |
| 0.2 | -4 | 550 | 165 |
| 0.2 | +30 | 130 | 45 |
| 0.5 | -4 | 145 | 70 |
| 0.5 | +30 | 70 | 40 |

Type AP Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP

| | | | 1 7 00 7 1 | • | | | | |
|--------------|--------------|-------|------------|-----|-------|------|-------|-----|
| Observation | Entrance | | | | | | | |
| Angle (deg.) | Angle (deg.) | White | Yellow | Red | Green | Blue | Brown | FO |
| 0.2 | -4 | 550 | 425 | 100 | 75 | 50 | 30 | 275 |
| 0.2 | +30 | 200 | 150 | 40 | 35 | 25 | 15 | 90 |
| 0.5 | -4 | 300 | 250 | 60 | 35 | 25 | 20 | 150 |
| 0.5 | +30 | 100 | 70 | 20 | 20 | 10 | 5 | 50 |

Type AZ Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (0 degree rotation)

| 1,750,12 (0,000,100,100,100,100,100,100,100,100,1 | | | | | | | | | |
|---|--------------|-------|--------|-----|-------|------|-----|-----|--|
| Observation | Entrance | | | | | | | | |
| Angle (deg.) | Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY | |
| 0.2 | -4 | 430 | 350 | 110 | 45 | 20 | 325 | 240 | |
| 0.2 | +30 | 235 | 140 | 60 | 24 | 11 | 200 | 150 | |
| 0.5 | -4 | 250 | 200 | 60 | 25 | 10 | 235 | 165 | |
| 0.5 | +30 | 170 | 135 | 40 | 19 | 7 | 105 | 75 | |
| 1.0 | -4 | 70 | 45 | 10 | 10 | 4 | 70 | 30 | |
| 1.0 | +30 | 30 | 20 | 7 | 5 | 2.5 | 45 | 15 | |

Type AZ (90 degree rotation)

| Observation | Entrance | | T | | | | | |
|--------------|--------------|-------|--------|-----|-------|------|-----|-----|
| Angle (deg.) | Angle (deg.) | White | Yellow | Red | Green | Blue | FYG | FY |
| 0.2 | -4 | 320 | 250 | 100 | 45 | 20 | 300 | 220 |
| 0.2 | +30 | 235 | 140 | 40 | 24 | 11 | 200 | 150 |
| 0.5 | -4 | 240 | 200 | 60 | 25 | 10 | 235 | 165 |
| 0.5 | +30 | 100 | 85 | 20 | 10 | 7 | 80 | 75 |
| 1.0 | -4 | 30 | 30 | 7 | 5 | 4 | 65 | 20 |
| 1.0 | +30 | 15 | 15 | 5 | 2 | 2 | 30 | 10 |

- (d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.
- (e) Durability. When processed and applied, the sheeting shall be weather resistant.

Accelerated weathering testing will be performed for 1000 hours (300 hours for orange/FO) according to ASTM G 151. The testing cycle will consist of 8 hours of light at 140 °F (60 °C), followed by 4 hours of condensation at 104 °F (40 °C). Following accelerated weathering, the sheeting shall exhibit a minimum of 80 percent of its initial minimum coefficient of retroreflection as listed in the previous tables.

Outdoor weathering will entail an annual evaluation of material placed in an outdoor rack with a 45 degree angle and a southern sun exposure. The sheeting will be evaluated for five years. Following weathering, the test specimens will be cleaned by immersing them in a five percent hydrochloric acid solution for 45 seconds, then rinsed with water and blotted dry with a soft clean cloth. Following cleaning, the applied sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change. The sheeting shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

- (f) Shrinkage. When tested according to ASTM D 4956, the sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in ten minutes and not more than 1/8 in. (3 mm) in 24 hours.
- (g) Workability. The sheeting shall show no cracking, scaling, pitting, blistering, edge lifting, inter-film splitting, curling, or discoloration when processed and applied using mutually acceptable processing and application procedures.
- (h) Splices. A single roll of sheeting shall contain a maximum of four splices per 50 yd (45 m) length. The sheeting shall be overlapped a minimum of 3/16 in. (5 mm) at each splice.
- (i) Adhesive Bond. The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (j) Positionability. Sheeting, with ASTM D 4956 Class 3 adhesive, used for manufacturing cutout legends and borders shall provide sufficient positionability during the fabrication process to permit removal and reapplication without damage to either the legend or sign background and shall have a plastic liner suitable for use on bed cutting machines. Thereafter, all other adhesive and bond requirements contained in the specification shall apply.

Positionablility shall be verified by cutting 4 in. (100 mm) letters E, I, K, M, S, W, and Y out of the positionable material. The letters shall then be applied to a sheeted aluminum blank using a single pass of a two pound roller. The letters shall sit for five minutes and then a putty knife shall be used to lift a corner. The thumb and fore finger shall be used to slowly pull the lifted corner to lift letters away from the sheeted aluminum. The letters shall not tear or distort when removed.

- (k) Thickness. The thickness of the sheeting without the protective liner shall be less than or equal to 0.015 in. (0.4 mm), or 0.025 in. (0.6 mm) for prismatic material.
- (I) Processing. The sheeting shall permit cutting and color processing according to the sheeting manufacturer's specifications at temperatures of 60 to 100 °F (15 to 38 °C) and within a relative humidity range of 20 to 80 percent. The sheeting shall be heat resistant and permit forced curing without staining the applied or unapplied sheeting at temperatures recommended by the manufacturer. The sheeting shall be solvent resistant and capable of being cleaned with VM&P naptha, mineral spirits, and turpentine.

Transparent color and opaque black inks shall be single component and low odor. The inks shall dry within eight hours and not require clear coating. After color processing on white sheeting, the sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The ink on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent color electronic cutting films shall be acrylic. After application to white sheeting, the films shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The films on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent colors screened, or transparent acrylic electronic cutting films, on white sheeting, shall have a minimum initial coefficient of retroreflection values of 50 percent for yellow and red, and a minimum 70 percent for green, blue, and brown of the 0.2 degree observation angle/-4.0 degree entrance angle values as listed in the previous tables for the color being applied. After durability testing, the colors shall retain a minimum 80 percent of the initial coefficient of retroreflection.

- (m) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (n) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

<u>Nonreflective Sheeting Properties</u>. Nonreflective sheeting shall consist of a flexible, pigmented cast vinyl film having a smooth, flat outer surface and shall meet the following requirements.

The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll.
- (c) Gloss. The sheeting shall exhibit a minimum 85 degree gloss-meter rating of 40 when tested according to ASTM D 523.
- (d) Durability. Applied sheeting that has been vertically exposed to the elements for seven years shall show no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permitted but the sheeting shall not support fungus growth.

- (e) Testing. Test panels shall be prepared by applying the sheeting to 6 1/2 x 6 1/2 in. (165 x 165 mm) pieces of aluminum according to the manufacturer's specifications. The edges of the panel shall be trimmed evenly and aged 48 hours at 70 to 90 °F (21 to 32 °C). Shrinkage and immersion testing shall be as follows.
 - (1) Shrinkage. The sheeting shall not shrink more then 1/64 in. (0.4 mm) from any panel edge when subjected to a temperature of 150 °F (66 °C) for 48 hours and shall be sufficiently heat resistant to retain adhesion after one week at 150 °F (66 °C).
 - (2) Immersion Testing. The sheeting shall show no appreciable decrease in adhesion, color, or general appearance when examined one hour after being immersed to a depth of 2 or 3 in. (50 or 75 mm) in the following solutions at 70 to 90 °F (21 to 32 °C) for specified times.

| Solution | Immersion Time (hours) |
|--|------------------------|
| Reference Fuel (M I L-F-8799A) (15 parts xylol and 85 parts mineral spirits by weight) | 1 |
| Distilled Water | 24 |
| SAE No. 20 Motor Oil | 24 |
| Antifreeze (1/2 ethylene glycol, 1/2 distilled water) | 24 |

- (f) Adhesive Bond: The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (g) Thickness. The thickness of the sheeting without the protective liner shall be a maximum of 0.005 in. (0.13 mm).
- (h) Cutting. Material used on bed cutting machines shall have a smooth plastic liner.
- (i) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (j) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

SEEDING (BDE)

Effective: July 1, 2004 Revised: January 1, 2009

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

| | "Table 1 - SEEDING MIXTURES | | | | | |
|-----------------------|--------------------------------------|--|-------------------------|--|--|--|
| Class – Type | | Seeds | lb/acre (kg/hectare) | | | |
| 2 Roadside Mixture 7/ | | 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 Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

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

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

| TABLE II | | | | | | |
|-----------------------------|-----------------------|--------|--------|------|-----------------|-------|
| | Hard Pure Secondary * | | | | | |
| | Seed | Purity | Live | Weed | Noxious Weeds | |
| | % | % | Seed % | % | No. per oz (kg) | |
| Variety of Seeds | Max. | Min. | Min. | Max. | Max. Permitted | Notes |
| Alfalfa | 20 | 92 | 89 | 0.50 | 6 (211) | 1/ |
| Clover, Alsike | 15 | 92 | 87 | 0.30 | 6 (211) | 2/ |
| Red Fescue, Audubon | 0 | 97 | 82 | 0.10 | 3 (105) | - |
| Red Fescue, Creeping | - | 97 | 82 | 1.00 | 6 (211) | - |
| Red Fescue, Epic | - | 98 | 83 | 0.05 | 1 (35) | - |
| Red Fescue, Sea Link | - | 98 | 83 | 0.10 | 3 (105) | - |
| Tall Fescue, Blade Runner | - | 98 | 83 | 0.10 | 2 (70) | - |
| Tall Fescue, Falcon IV | - | 98 | 83 | 0.05 | 1 (35) | - |
| Tall Fescue, Inferno | 0 | 98 | 83 | 0.10 | 2 (70) | - |
| Tall Fescue, Tarheel II | - | 97 | 82 | 1.00 | 6 (211) | - |
| Tall Fescue, Quest | 0 | 98 | 83 | 0.10 | 2 (70) | |
| Fults Salt Grass | 0 | 98 | 85 | 0.10 | 2 (70) | - |
| Kentucky Bluegrass | - | 97 | 80 | 0.30 | 7 (247) | 4/ |
| Oats | - | 92 | 88 | 0.50 | 2 (70) | 3/ |
| Redtop | - | 90 | 78 | 1.80 | 5 (175) | 3/ |
| 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:

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

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

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

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

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

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

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

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

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

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

SIGN PANELS AND SIGN PANEL OVERLAYS (BDE)

Effective: November 1, 2008

<u>Description</u>. This work shall consist of furnishing, fabricating, and installing sign panels and/or sign panel overlays. Work shall be according to Sections 720 and 721 of the Standard Specifications, except as modified herein.

<u>Materials</u>. Type AP and AZ sheeting shall meet the requirements of the special provision, "Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs". Type ZZ sheeting shall meet the requirements of the special provision, "Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs".

The sheeting for the background, legend, border, shields, and symbols shall be provided by the same manufacturer.

CONSTRUCTION REQUIREMENTS

<u>Fabrication</u>. Signs shall be fabricated according to the current Bureau of Operations Policy Memorandum, "Fabrication of Highway Signs", the MUTCD, the FHWA Standard Highway Signs manual, the Illinois standard highway signs, and as shown on the plans.

Signs shall be fabricated such that the material for the background, legend, border, shields, and symbols is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. The nesting of legend, border, shields, or symbols will not be permitted.

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)."

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

Effective: April 2, 2004 Revised: April 1, 2007

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

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

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

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

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

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

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

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

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

 $D = CBP_M - CBP_L$

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

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

| Contract No.: | • | | | |
|--------------------|-------------------|-------------|----------|---------------------------------------|
| Company Name: | | ·- <u> </u> | | |
| Contractor's Optio | | | • | |
| ls your company op | ting to include t | his spe | cial pro | vision as part of the contract plans? |
| Yes | | No | | |
| Signature: | | <u> </u> | | Date: |
| 80127 | | | • | |

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)."

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

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

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2008

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

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

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

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

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

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

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

VARIABLY SPACED TINING (BDE)

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

Revise the first sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

"The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head."

Revise the fifth sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

"The tining device shall be operated so as to a produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3.2 mm) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes."

Add the following table after the third paragraph of Article 420.09(e)(1) of the Standard Specifications:

| "Center to Center Spacings of Metal Comb Tines | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--|--|--|--|
| in. (mm) (read spacings left to right) | | | | | | | | |
| 1 5/16 (34) | 1 7/16 (36) | 1 7/8 (47) | 2 1/8 (54) | 1 7/8 (48) | | | | |
| 1 11/16 (43) | 1 1/4 (32) | 1 1/4 (31) | 1 1/16 (27) | 1 7/16 (36) | | | | |
| 1 1/8 (29) | 1 13/16 (46) | 13/16 (21) | 1 11/16 (43) | 7/8 (23) | | | | |
| 1 5/8 (42) | 2 1/16 (52) | 15/16 (24) | 11/16 (18) | 1 1/8 (28) | | | | |
| 1 9/16 (40) | 1 5/16 (34) | 1 1/16 (27) | 1 (26) | 1 (25) | | | | |
| 1 1/16 (27) | 13/16 (20) | 1 7/16 (37) | 1 1/2 (38) | 2 1/16 (52) | | | | |
| 2 (51) | 1 3/4 (45) | 1 7/16 (37) | 1 11/16 (43) | 2 1/16 (53) | | | | |
| 1 1/16 (27) | 1 7/16 (37) | 1 5/8 (42) | 1 5/8 (41) | 1 1/8 (29) | | | | |
| | 1 3/4 (45) | 1 3/4 (44) | 1 3/16 (30) | 1 7/16 (37) | | | | |
| 1 11/16 (43) | 1 9/16 (40) | 1 1/8 (28) | 1 1/4 (31) | 1 15/16 (50) | | | | |
| 1 5/16 (33) | 1 3/4 (45) | 13/16 (20) | 1 3/4 (45) | 1 15/16 (50) | | | | |
| 1 5/16 (34) | | 1 1/8 (29) | 1 (25) | 11/16 (18) | | | | |
| 2 1/16 (53) | 2 (51) | 1 1/2 (38) | 2 (51) | 1 9/16 (40) | | | | |
| 2 1/16 (53) | 11/16 (18) | 1 15/16 (50) | 1 9/16 (39) | 2 (51) | | | | |
| 11/16 (17) | 1 15/16 (49) | | 1 13/16 (46) | 1 1/8 (29) | | | | |
| 1 7/16 (36) | 1 7/16 (36) | 1 1/2 (38) | 1 5/16 (33)" | 1 170 (20) | | | | |
| 1 1/2 (38) | 1 15/16 (50) | 15/16 (24) | 1 3/10 (33) | | | | | |

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 200 working days.

WOVEN WIRE FENCE (BDE)

Effective: April 1, 2008

Revise Article 1006.28(a) of the Standard Specifications to read:

"(a) Woven Wire Fencing. Woven wire fencing shall be according to AASHTO M 279. The Design Number of the fence fabric shall be either 939-6-11, Grade 60 or 939-6-12 1/2, Grade 125. The metallic coating shall be either Type A or Type Z, Class 3."

CLEANING AND PAINTING NEW METAL STRUCTURES

Effective Date: September 13, 1994 Revised Date: January 1, 2007

Description. The material and construction requirements that apply to cleaning and painting new structural steel shall be according to the applicable portion of Sections 506 of the Standard Specifications except as modified herein. The three coat paint system shall be the system as specified on the plans and as defined herein.

Materials. All materials to be used on an individual structure shall be produced by the same manufacturer. The Bureau of Materials and Physical Research has established a list of all products that have met preliminary requirements. Each batch of material must be tested and approved by that bureau before use.

The paint materials shall meet the requirements of the following articles of the Standard Specification:

| Item | <u>Article</u> |
|---------------------------------------|----------------|
| (a) Inorganic Zinc-Rich Primer | 1008.02 |
| (b) Waterborne Acrylic | 1008.04 |
| (c) Aluminum Epoxy Mastic | 1008.03 |
| (d) Organic Zinc-Rich Primer (Note 1) | |
| (e) Fnoxy Intermediate (Note 1) | |

- (f) Aliphatic Urethane (Note 1)

Note 1: These material requirements shall be according to the Special Provision for the Organic Zinc-Rich Paint System.

Submittals. At least 30 days prior to beginning field painting, the Contractor shall submit for the Engineer's review and acceptance, the following applicable plans, certifications and information for completing the field work. Field painting can not proceed until the submittals are accepted by the Engineer. Qualifications, certifications and QC plans for shop cleaning and painting shall be available for review by the QA Inspector.

a) Contractor/Personnel Qualifications. Except for miscellaneous steel items such as bearings, side retainers, expansion joint devices, and other items allowed by the Engineer, or unless stated otherwise in the contract, the shop painting Contractors shall be certified to perform the work as follows: the shop painting Contractor shall possess AISC Sophisticated Paint Endorsement or SSPC-QP3 certification. Evidence of current qualifications shall be provided.

Personnel managing the shop and field Quality Control program(s) for this work shall possess a minimum classification as a National Association of Corrosion Engineers (NACE) Coating Inspector Technician, or shall provide evidence of successful inspection of 3 projects of similar or greater complexity and scope that have been completed in the last 2 years. Copies of the certification and/or experience shall be provided.

The personnel performing the QC tests for this work shall be trained in coatings inspection and the use of the testing instruments. Documentation of training shall be provided.

- b) Quality Control (QC) Program. The shop and field QC Programs shall identify the following; the instrumentation that will be used, a schedule of required measurements and observations, procedures for correcting unacceptable work, and procedures for improving surface preparation and painting quality as a result of quality control findings. The field program shall incorporate the IDOT Quality Control Daily Report form, as supplied by the Engineer.
- c) Field Cleaning and Painting Inspection Access Plan. The inspection access plan for use by Contractor QC personnel for ongoing inspections and by the Engineer during Quality Assurance (QA) observations.
- d) Surface Preparation/Painting Plan. The surface preparation/painting plan shall include the methods of surface preparation and type of equipment to be utilized for solvent cleaning, abrasive blast cleaning, washing, and power tool cleaning. The plan shall include the manufacturer's names of the materials that will be used, including Product Data Sheets and Material Safety Data Sheets (MSDS).

A letter or written instructions from the coating manufacturer shall be included, indicating the required drying time for each coat at the minimum, normal, and maximum application temperatures before the coating can be exposed to temperatures or moisture conditions that are outside of the published application parameters.

Field Quality Control (QC) Inspections. The Contractor shall perform first line, in process QC inspections of each phase of the work. The Contractor shall implement the submitted and accepted QC Program to insure that the work accomplished complies with these specifications. The Contractor shall use the IDOT Quality Control Daily Report form supplied by the Engineer to record the results of quality control tests. The completed reports shall be turned into the Engineer before work resumes the following day.

The Contractor shall have available at the shop or on the field site, all of the necessary inspection and testing equipment. The equipment shall be available for the Engineer's use when requested.

<u>Field Quality Assurance (QA) Observations</u>. The Engineer will conduct QA observations of any or all phases of the work. The Engineer's observations in no way relieve the Contractor of the responsibility to provide all necessary daily QC inspections of his/her own and to comply with all requirements of this Specification.

The Engineer has the right to reject any work that was performed without adequate provision for QA observations.

The Engineer will issue a Non-Conformance Report when cleaning and painting work is found to be in violation of the specification requirements, and is not corrected to bring it into compliance before proceeding with the next phase of work.

Inspection Access and Lighting. The Contractor shall facilitate the Engineer's observations as required, including allowing ample time to view the work. The Contractor shall furnish, erect and move scaffolding or other mechanical equipment to permit close observation of all surfaces to be cleaned and painted. This equipment shall be provided during all phases of the work. Examples of acceptable access structures include:

Mechanical lifting equipment, such as, scissor trucks, hydraulic booms, etc.

 Platforms suspended from the structure comprised of trusses or other stiff supporting members and including rails and kick boards.

 Simple catenary supports are permitted only if independent life lines for attaching a fall arrest system according to Occupational Safety and Health Administration (OSHA) regulations are provided.

When the surface to be inspected is more than 6 ft. (1.8 m) above the ground or water surface, the Contractor shall provide the Engineer with a safety harness and a lifeline according to OSHA regulations. The lifeline and attachment shall not direct the fall into oncoming traffic. The Contractor shall provide a method of attaching the lifeline to the structure independent of the inspection facility or any support of the platform. When the inspection facility is more than 2 1/2 ft. (800 mm) above the ground, the Contractor shall provide an approved means of access onto the platform.

The Contractor shall provide artificial lighting in areas where natural light is inadequate, as determined by the Engineer, to allow proper cleaning, inspection, and painting. Illumination for inspection shall be at least 30 foot candles (325 LUX). Illumination for cleaning and painting, including the working platforms, access, and entryways shall be at least 20 foot candles (215 LUX).

Construction Requirements. The Contractor shall be responsible for any damage caused to persons, vehicles, or property, except as indemnified by the Response Action Contractor Indemnification Act. Whenever the intended purposes of the protective devices are not being accomplished, as determined by the Engineer, work shall be immediately suspended until corrections are made. Painted surfaces damaged by any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

The Contractor shall comply with the provisions of the Illinois Environmental Protection Act. Paint drips, spills, and overspray are not permitted to escape into the air or onto any other surfaces or surrounding property not intended to be painted. Containment shall be used to control paint drips, spills, and overspray, and shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur, unless the containment design necessitates action at lower wind speeds. The contractor shall evaluate project-specific conditions to determine the specific type and extent of containment needed to control the paint emissions and shall submit a plan for containing or controlling paint debris (droplets, spills, overspray, etc.) to the Engineer for approval prior to starting the work. Approval shall not relieve the Contractor of their ultimate responsibility for controlling paint debris from escaping the work zone.

Surface and Weather Conditions. Surfaces to be painted after cleaning shall remain free of moisture and other contaminants. The Contractor shall control his/her operations to insure that dust, dirt, or moisture does not come in contact with surfaces cleaned or painted that day.

The surface temperature shall be at least 5°F (3°C) above the dew point during final surface preparation operations. The paint manufacturers' published literature shall be followed for specific temperature, dew point, and humidity restrictions during the application of each coat.

The Contractor shall monitor temperature, dew point, and humidity every 4 hours during surface preparation and coating application in the specific areas where the work is being performed. The frequency of monitoring shall increase if weather conditions are changing. The Engineer has the right to reject any work that was performed under unfavorable weather conditions. Rejected work shall be removed, recleaned, and repainted at the Contractor's expense.

<u>Seasonal Restrictions on Field Cleaning and Painting.</u> Field cleaning and painting work shall be accomplished between April 15 and October 31 unless authorized otherwise by the Engineer in writing.

Inorganic Zinc-rich/ Waterborne Acrylic Paint system. This system shall be for shop and field application of the coating system, shop application of the intermediate and top coats will not be allowed.

In the shop, all structural steel designated to be painted shall be given one coat of inorganic zinc rich primer. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat and one full topcoat of waterborne acrylic paint.

- a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 Zinc Primer: 3 mils (75 microns) min., 6 mils (150 microns) max.
 Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.
 Intermediate Coat: 2 mils (50 microns) min., 4 mils (100 microns) max.
 Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 7 and 14 mils (180 and 355 microns).

- c) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic intermediate and topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

Organic Zinc-Rich/ Epoxy/ Urethane Paint System. This system shall be for full shop application of the coating system, all contact surfaces shall be masked off prior to application of the intermediate and top coats.

Additional Surface Preparation. In addition to the requirements of Section 3.2.9 of the AASHTO/AWS D1.5/D1.5:2002 Bridge Welding Code (breaking thermal cut corners of stress carrying members), rolled and thermal cut corners to be painted with organic zinc primer shall be broken if they are sharper than a 1/16 in. (1.5 mm) radius. Corners shall be broken by a single pass of a grinder or other suitable device at a 45 degree angle to each adjoining surface prior to final blast cleaning, so the resulting corner approximates a 1/16 in. (1.5 mm) or larger radius after blasting. Surface anomalies (burrs, fins, deformations) shall also be treated to meet this criteria before priming.

In the shop, all structural steel designated to be painted shall be given one coat of organic zinc rich primer. Before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3, and the structural steel shall then receive one full intermediate coat of epoxy and one full topcoat of aliphatic urethane.

- (a) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- (b) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 Organic Zinc-Rich Primer: 3 mils (75 microns) min., 5 mils (125 microns) max.
 Aluminum Epoxy Mastic: 5 mils (125 microns) min., 7 mils (180 microns) max.

Epoxy Intermediate Coat: 3 mils (75 microns) min., 6 mils (150 microns) max. Aliphatic Urethane Top Coat: 2.5 mils (65 microns) min., 4 mils (100 microns) max.

- (c) The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 8.5 and 15 mils (215 and 375 microns).
- (d) When specified on the plans or as requested by the Contractor, and approved by the Engineer, the epoxy intermediate and aliphatic urethane top coats shall be applied in the shop. All faying surfaces of field connections shall be masked off after priming and shall not receive the intermediate or top coats in the shop. The intermediate and top coats for field connections shall be applied, in the field, after erection of the structural steel is completed. The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- (e) Erection and handling damage to the shop applied system shall be spot cleaned using SSPC-SP3. The surrounding coating at each repair location shall be feathered for a minimum distance of 1 1/2 in. (40 mm) to achieve a smooth transition between the prepared areas and the existing coating. The existing coating in the feathered area shall be roughened to insure proper adhesion of the repair coats. The areas cleaned to bare metal shall be spot painted with aluminum epoxy mastic. The intermediate and finish coat shall be spot applied to with at least a 6 inch (150 mm) overlap onto the existing finish coat.

Aluminum Epoxy Mastic/ Waterborne Acrylic Paint system. This system shall be for shop or field application of the entire coating system.

Before priming with aluminum epoxy mastic the steel the surfaces to be primed shall be prepared according to SSPC SP6 for Commercial Blast Cleaning. In the field, before the application of the intermediate coat, the prime coat and any newly installed fasteners shall be spot solvent cleaned per SSPC-SP 1 and all surfaces pressure washed to remove dirt, oil, lubricants, oxidation products, and foreign substances. Washing shall involve the use of potable water at a pressure between 1000 psi (7 MPa) and 5000 psi (34 MPa) and according to "Low Pressure Water Cleaning" of SSPC-SP12. Paint spray equipment shall not be used to perform the water cleaning. All damaged shop primed areas shall then be spot cleaned per SSPC-SP3 and spot primed with aluminum epoxy mastic. The structural steel shall then receive one full intermediate coat of aluminum epoxy mastic and one full topcoat of waterborne acrylic paint.

- d) Paint drips, spills, and overspray must be controlled. If containment is used to control paint drips, spills, and overspray, the containment shall be dropped and all equipment secured when sustained wind speeds of 40 mph (64 kph) or greater occur. When the protective coverings need to be attached to the structure, they shall be attached by bolting, clamping, or similar means. Welding or drilling into the structure is prohibited unless approved by the Engineer in writing.
- e) Coating Dry Film Thickness (dft), measured according to SSPC-PA2:
 Epoxy Mastic Primer: 5 mils (125 microns) min., 7 mils (180 microns) max.
 Epoxy Mastic Intermediate Coat: 5 mils (125 microns) min., 7 mils (180 microns) max.

Acrylic Topcoat: 2 mils (50 microns) min., 4 mils (100 microns) max.

The total dry film thickness, excluding the spot areas touched up with epoxy mastic, shall be between 12 and 18 mils (300 and 460 microns).

- f) The pressure washing requirement above may be waived if the QC and QA Inspectors verify the primed surfaces have not been contaminated.
- d) Damage to the paint system shall be spot cleaned using SSPC-SP3. The cleaned areas shall be spot painted with a penetrating sealer as recommended by the manufacturer, which shall overlap onto the existing topcoat. Then the aluminum epoxy mastic shall be spot applied not to go beyond the area painted with the sealer. The acrylic topcoat shall be spot applied to the mastic with at least a 6 inch (150 mm) overlap onto the existing topcoat.

The paint manufacturer's product data sheets shall be available for QA review in the shop and submitted to the Engineer prior to start of field work and the requirements as outlined in the data sheets shall be followed.

Special Instructions.

Painting Date/System Code. At the completion of the work, the Contractor shall stencil in contrasting color paint the date of painting the bridge, the painting Contractors name, and the paint type code from the Structure Information and Procedure Manual for the system used. The letters shall be capitals, not less than 2 in. (50 mm) and not more than 3 in. (75 mm) in height.

The stencil shall contain the following wording "PAINTED BY (insert the name of the painting Contractor)" and shall show the month and year in which the painting was completed, followed by "CODE S" for the Inorganic Zinc/ Acrylic System, "CODE X" for the Organic Zinc/ Epoxy/ Urethane System, "CODE AB" for the Organic Zinc/ Epoxy/ Urethane System (shop applied), and "CODE U" for the Aluminum Epoxy Mastic/ Acrylic System all stenciled on successive lines. This information shall be stenciled on the cover plate of a truss end post near the top of the railing, or on the outside face of an outside stringer near both ends of the bridge facing traffic, or at some equally visible surface designated by the Engineer.

Method of Measurement. Shop cleaning and painting new structures will not be measured for payment. Field cleaning and painting will not be measured for payment except when performed under a contract that contains a separate pay item for this work.

Basis of Payment. This work will be paid for according to Article 506.07.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 1, 2007

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe drain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 15, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified,. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

POROUS GRANULAR EMBANKMENT (SPECIAL)

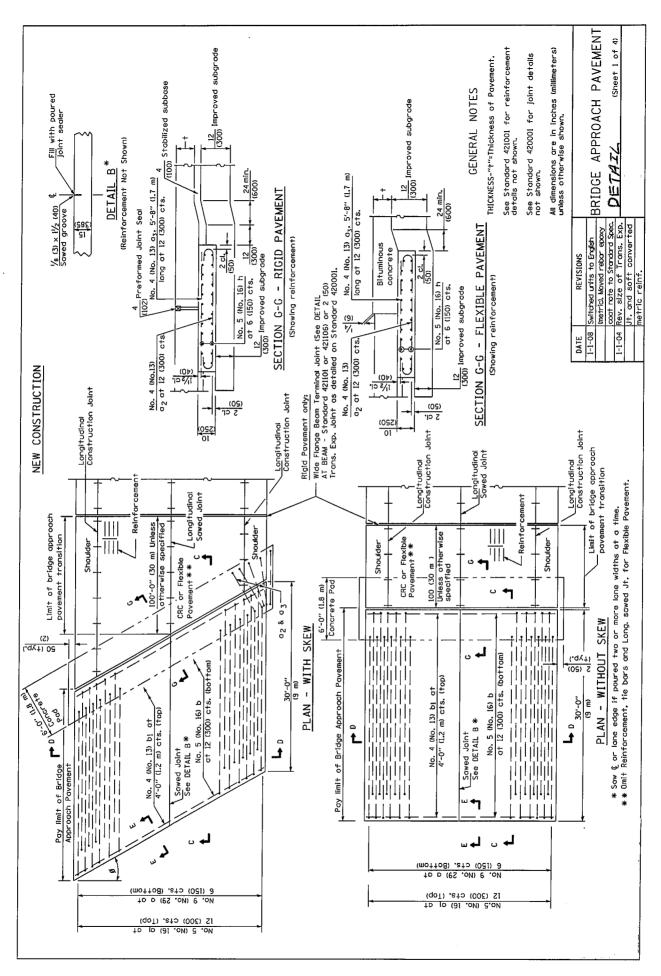
Effective: September 28, 2005 Revised: January 1, 2007

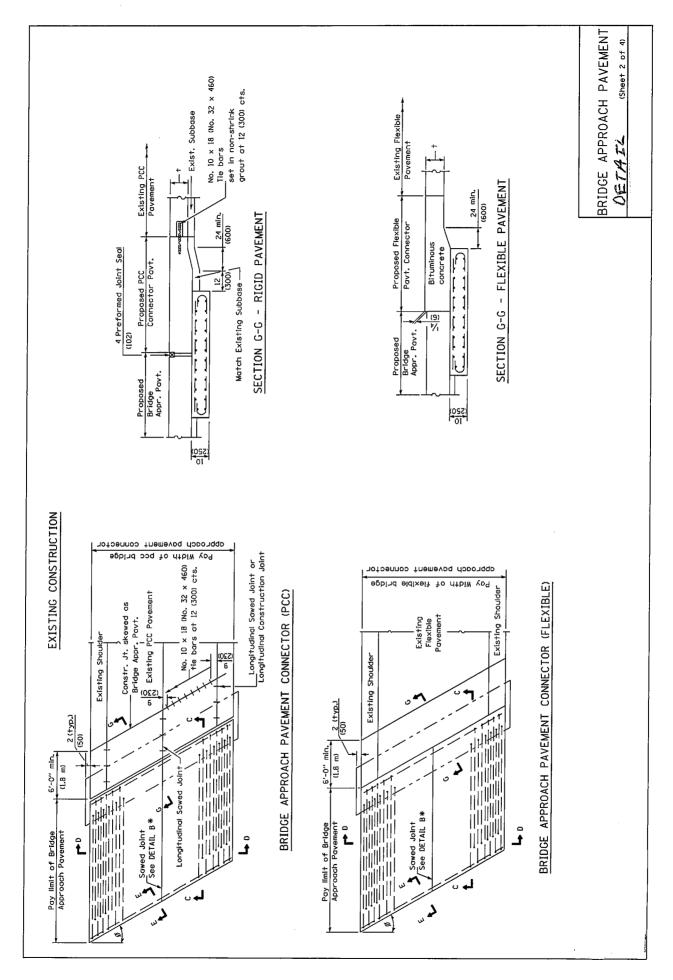
<u>Description</u>. This work shall consist of furnishing, and placing porous granular embankment (special) material as detailed on the plans, according to Section 207 except as modified herein.

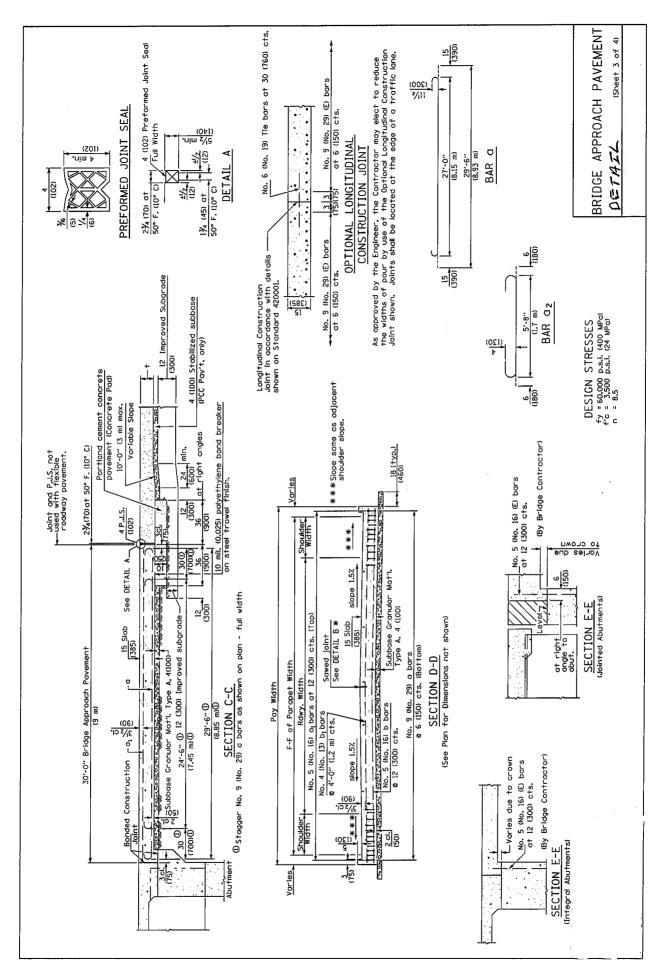
Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Construction. The porous granular embankment (special) shall be installed according to Section 207, except that it shall be uncompacted.

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







REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

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

I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 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

II. NONDISCRIMINATION

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

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

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
 - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

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

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
 - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
 - a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

III. NONSEGREGATED FACILITIES

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

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

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

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

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

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

certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

c. Helpers

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll

at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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

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

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other 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.

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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

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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 suncontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete:
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3:
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

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

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

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

VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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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 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," low er tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be

entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled
- "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in

paragraph 1b of this certification; and

- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "primary covered transaction,"
 "participant," "person," "principal," "proposal," and
 "voluntarily excluded," as used in this clause, have the
 meanings set out in the Definitions and Coverage sections of
 rules implementing Executive Order 12549. You may contact
 the person to which this proposal is submitted for assistance in
 obtaining a copy of those regulations.
- e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions 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

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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.

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XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

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