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 124) 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. This does not apply to Small Business Set-Asides or to the Target Market Program projects.

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. This does not apply to Small Business Set-Asides or to the Target Market Program projects.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) 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 an Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report 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 Plans and 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

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

2

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

BIDDERS

KETOKK WITH DID
Proposal Submitted By
Name
Address
City

Letting March 11, 2011

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. This does not apply to Small Business Set-Asides or to the Target Market Program projects. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:	
A Bid Bond is included.	
A Cashier's Check or a Certified Check is included.	

Prepared by

S

Checked by

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. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the <u>State Required Ethical Standards Governing Subcontractors</u> to be signed and incorporated into all subcontracts.

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) and submit an original Affidavit of Availability (BC 57).</u> This does not apply to Small Business Set-Asides or to the Target Market Program projects.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Authorization to Bid or Not for Bid" form, 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 Authorization to Bid or Not for Bid Report, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If Authorization to Bid cannot be approved, the Authorization to Bid or Not for Bid Report will indicate the reason for denial. If a contractor has requested to bid but has not received a Authorization to Bid or Not for Bid Report, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding Call

Prequalification and/or Authorization to Bid 217/782-3413 Preparation and submittal of bids 217/782-7806



TO THE DEPARTMENT OF TRANSPORTATION

PROPOSAL

1.	Proposal of _		

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

Taxpayer Identification Number (Mandatory)

Contract No. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds

This project consists of overhead sign structure repair and maintenance at various locations in Peoria and Knox Counties.

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Section No.

County

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

-3-

		RETURN WITH BID				
6.	combination, he/sh combination bid sp proportion to the bi	IDS. The undersigned further agrees that if awarded the contrance will perform the work in accordance with the requirements pecified in the schedule below, and that the combination bid distributed for the same. If an error is found to exist in the grant a combination, the combination bid shall be corrected as proving the same of the same.	of each individual proposal comprising the shall be prorated against each section in ess sum bid for one or more of the individual			
	compris	combination bid is submitted, the schedule below must be ing the combination. ate bids are submitted for one or more of the sections compation bid must be submitted for each alternate.				
		Schedule of Combination Bids				
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents			
			Joina Come			
			+			
7.	schedule of prices all extensions and schedule are appro- is an error in the ex- contract will be mar- contract. The sche	RICES. The undersigned bidder submits herewith, in accordance for the items of work for which bids are sought. The unit prices summations have been made. The bidder understands that the eximate and are provided for the purpose of obtaining a gross substension of the unit prices, the unit prices shall govern. Payment de only for actual quantities of work performed and accepted or eduled quantities of work to be done and materials to be furnished elsewhere in the contract.	bid are in U.S. dollars and cents, and quantities appearing in the bid im for the comparison of bids. If there it to the contractor awarded the materials furnished according to the			
8.	8. AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.					
9.	The services of a	subcontractor will or may be used.				
		Yes □ No □				
		ocontractors with subcontracts with an annual value of more than dress, and the dollar allocation for each subcontractor.	n \$25,000, the contract shall include			

10. **EXECUTION OF CONTRACT**: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

-4

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46152

State Job # - C-60-029-11

PPS NBR - 0-99987-0000

County Name - KNOX- PEORIA-

Code - 95 - 143 - District - 4 - 4 -

Section Number - D-4 OVD SIN STR REPL 2011-29

Project Number	Route
	VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
T9990205	F & E SIGN PANEL	SQ FT	4,124.000				
T9990710	REM & REIN WALKWAY	FOOT	163.500				
T9991300	REM EX SIGN PANEL	EACH	17.000				
T9992530	RPL/TIGH CLP PER SIGN	EACH	7.000				
T9995010	REM RE OH SN END SUP	EACH	2.000				
T9995200	REPL U-BOLT	EACH	3.000				
T9995210	TIGHTEN U-BOLT	EACH	3.000				
T9995400	F&I SADDLE SHIM BLOCK	EACH	4.000				
T9996200	REP CONC FDN FOR OSS	EACH	4.000				
T9996300	OVHD SN SUP GROUT REP	EACH	4.000				
T9997255	F & I INT TRUSS DAMP	EACH	1.000				
T9997700	F & I SAFETY CHAIN	EACH	12.000				
T9998105	REPL HH COVER BOLT	EACH	8.000				
T9998300		EACH	1.000				
T9998600	TIGHTEN CANT CONN	EACH	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46152

State Job # - C-60-029-11

PPS NBR - 0-99987-0000

County Name - KNOX- PEORIA-

Code - 95 - 143 - District - 4 - 4 -

Section Number - D-4 OVD SIN STR REPL 2011-29

Project Number	Route
·	VARIOUS

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
T9998700	F&I WLKY TIE DN BOLTS	EACH	1.000				
T9998815	REP HDRL LOC PIN CON	EACH	36.000				
T9998910	F & I METAL SCREEN	EACH	1.000				
T9998992	RELOC ELECT SERVICE	L SUM	1.000				
T9998995	DISCON/RECON ELEC SER	EACH	6.000				
X0321631	REMOVE LUMINAIRE	EACH	21.000				
X0323583	SPEED INDICATOR SIGN	CAL DA	40.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X7330100	PAINT OH SIGN SUPPORT	EACH	12.000				
67100100	MOBILIZATION	L SUM	1.000				
73300200	OVHD SIN STR-SPAN T2A	FOOT	94.000				
73302170	OSS CANT 2CA 3-0X5-6	FOOT	30.000				
73400200		CU YD	7.120				
73600100		EACH	1.000				
73600200	REMOV OH SIN STR-CANT	EACH	1.000				

Page 3 02/05/2011

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 46152

State Job # - C-60-029-11

PPS NBR - 0-99987-0000

County Name - KNOX- PEORIA-

Code - 95 - 143 - District - 4 - 4 -

Section Number - D-4 OVD SIN STR REPL 2011-29

Project Number	Route
	VARIOUS

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
73700300	REM CONC FDN-OVHD	EACH	1.000				
73801100	REM RE OH SN STR-SPAN	EACH	1.000				

CONTRACT NUMBER	46152	
THIS IS THE TOTAL BID		¢

NOTES:

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

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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.

A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

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.

B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

E. 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.

F. 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.

G. 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

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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 33F-4

H. 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.

I. 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.

J. <u>Disclosure of Business Operations in Iran</u>

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

Failure to make the disclosure required by the Code 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.

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

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

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

TO BE RETURNED WITH BID

L. Political Contributions and Registration with the State Board of Elections

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

M. Lobbyist Disclosure

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract.
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
Or	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
	address of person:ees, compensation, reimbursements and other remuneration paid to said person:

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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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.

The current annual salary of the Governor is \$177,412.00

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.**

C. <u>Disclosure Form Instructions</u>

than one question.)

Form A Instructions for Financial Information & Potential Conflicts of Interest

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 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 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
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 60% of the annual salary of the Governor? YES NO

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

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

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

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

FOR INDIVIDUAL (type or print information)

DISCLOSURE OF FINANCIAL INFORMATION

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

NAME:	
ADDRE	ss
_	
Type of	ownership/distributable income share:
	sole proprietorship Partnership other: (explain on separate sheet):
	of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following
potential conflic and describe. (a) State e	et of interest relationships apply. If the answer to any question is "Yes", please attach additional pages employment, currently or in the previous 3 years, including contractual employment of services. YesNo
potential conflic and describe. (a) State e	et of interest relationships apply. If the answer to any question is "Yes", please attach additional pages employment, currently or in the previous 3 years, including contractual employment of services.
potential conflic and describe. (a) State e	et of interest relationships apply. If the answer to any question is "Yes", please attach additional pages employment, currently or in the previous 3 years, including contractual employment of services. YesNo

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your ann salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributal income of your firm, partnership, association or corporation, or (ii) an amount in excess of two tithe salary of the Governor? (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years. If your answer is yes, please answer each of the following questions. 1. Is your spouse or any minor children currently an officer or employee of the Capitol Developmer Board or the Illinois State Toll Highway Authority? 2. Is your spouse or any minor children currently appointed to or employed by any agency of the St of Illinois? If your spouse or minor children is/are currently appointed to or employed by. agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of y firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? 4. If your spouse or any minor children are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of y firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? 4. If your spouse or any minor children are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Gove		3.	If you are currently appointed to or employed by any agency of the Si salary exceeds 60% of the annual salary of the Governor, are you en (i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of 100% of the annual salary	titled to receive partnership, association or
If your answer is yes, please answer each of the following questions. 1. Is your spouse or any minor children currently an officer or employee of the Capitol Developmer Board or the Illinois State Toll Highway Authority? YesNo 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of y firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? 4. If your spouse or any minor children are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are and your spouse or minor children are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation (ii) an amount in excess of 2 times the salary of the Governor? (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurrence of the discharge of that office currently or in the previous 3 years; spouse, father, moth son, or da		4.	salary exceeds 60% of the annual salary of the Governor, are you an or minor children entitled to receive (i) more than 15 % in the aggreincome of your firm, partnership, association or corporation, or (ii) are	d your spouse egate of the total distributable amount in excess of two times
If your answer is yes, please answer each of the following questions. 1. Is your spouse or any minor children currently an officer or employee of the Capitol Developmer Board or the Illinois State Toll Highway Authority? 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of y firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? 4. If your spouse or any minor children are currently appointed to or employed by any agency of State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation (ii) an amount in excess of 2 times the salary of the Governor? YesNo (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, unit of local government authorized by the Constitution of the State of Illinois or the statutes of the Stat Illinois currently or in the previous 3 years. YesNo (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother state of Illinois, which office entitles the holder to compensation in excess of the expenses incurrently discharge of that office currently or in the previous 3 years. YesNo (f) Relationship to anyone holding appointive offi	(b)			
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		` '		•
		(g) Emplo	yment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

RETURN WITH BID/OFFER

(h)	son, or daughter. Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mothers on, or daughter. YesNo	∍r,
(i)	Compensated employment, currently or in the previous 3 years, by any registered election or reelecticommittee registered with the Secretary of State or any county clerk of the State of Illinois, or any politic action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No	
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in last 2 years by any registered election or re-election committee registered with the Secretary of State or a county clerk of the State of Illinois, or any political action committee registered with either the Secretary State or the Federal Board of Elections.	any
	Yes No	
2.	Communication Disclosure.	
Se er su	sclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified ction 2 of this form, who is has communicated, is communicating, or may communicate with any State off aployee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly applemented for accuracy throughout the process and throughout the term of the contract. If no person is antified, enter "None" on the line below:	
	Name and address of person(s):	

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any

governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: **APPLICABLE STATEMENT** This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Representative Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page. Signature of Authorized Representative Date

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

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 the LCS 500). This information shall become poids in excess of \$25,000, and for all open-e	art of the publicly available contract nded contracts.	file. This Form B must be completed fo
DISCLOSURE OF OTHER CO	ONTRACTS AND PROCUREMENT	RELATED INFORMATION
1. Identifying Other Contracts & Procure pending contracts (including leases), bids, Illinois agency: Yes No If "No" is checked, the bidder only needs	proposals, or other ongoing procure	ement relationship with any other State of
2. If "Yes" is checked. Identify each such descriptive information such as bid or proje FORM INSTRUCTIONS:		
THE FOLL	OWING STATEMENT MUST BE C	HECKED
	Signature of Authorized Representative	Date

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds

BC 1256 (Rev. 12/11/07)

PART I. IDENTIFIC							'			••••		•••	uu.c					
Dept. Human Right	s#						_ Dur	ation c	f Proje	ect: _								
Name of Bidder: _																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	d bidder h	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	h the b	idder re	cruits	employe	es, and h	ereb	oy subm e alloca	nits the foll ted to this TABLE	owir con B	ng workfo tract:	rce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ıct						(CURRENT TO BE		IPLOYEE SIGNED	S
				MIN	ORITY I	=MPLO	YEES			TRA	AINEES						RACT	
JOB CATEGORIES	EMPL	OTAL OYEES		ACK	HISP	ANIC	*OT MIN	HER IOR.	APPI TIC	REN- ES	ON T	HE JOB INEES		EMPL	OTAL OYEES			OYEES
OFFICIALS (MANAGERS)	M	F	M	F	M	F	M	F	M	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																		
-	TAI TOTAL Tr	BLE C	oioctio	n for C	ontract				1			FOR	DE	PARTI	/ENT US	SE C	DNLY	
EMPLOYEES IN	TO	TAL OYEES		ACK		ANIC	_	THER NOR.										
TRAINING	M	F	M	F	М	F	М	F										
APPRENTICES																		
ON THE JOB TRAINEES																		

Note: See instructions on page 2

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

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

Contract No. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.	Included in "Total Employees" under Table A is the total number of new hires that would be employed in the event the undersigned bidder is awarded this contract.			
	The u	undersigned bidder projects that: (number)		new hires would be
	recrui	ited from the area in which the contract project is located	; and/or (number)	
	office	new hires would be reserved or base of operation is located.	cruited from the area in	which the bidder's principal
C.		ded in "Total Employees" under Table A is a projection of rsigned bidder as well as a projection of numbers of pers		
	The u	undersigned bidder estimates that (number)		persons will
		rectly employed by the prime contractor and that (numbe oyed by subcontractors.	r)	persons will be
PART	III. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geard utiliza	undersigned bidder understands and agrees that in the evation projection included under PART II is determined to by job category, and in the event that the undersigned biddenencement of work, develop and submit a written Affirmated to the completion stages of the contract) whereby defeation are corrected. Such Affirmative Action Plan will be supportment of Human Rights.	be an underutilization o der is awarded this con- tive Action Plan includi- iciencies in minority and	f minority persons or women tract, he/she will, prior to ng a specific timetable d/or female employee
B.	subm	undersigned bidder understands and agrees that the mind nitted herein, and the goals and timetable included under part of the contract specifications.		
Comp	any		Telephone Number _	
Addre	 ess			
Г		NOTICE REGARDING SI	GNATURE	
	The Bio	dder's signature on the Proposal Signature Sheet will constitute		The following signature block
		to be completed if revisions are required.	, and organise or and round	orginature steem
	Signatu	ure: Title:		Date:
Instruct	tions:	All tables must include subcontractor personnel in addition to prime of	contractor personnel.	
Table A	۱ -	Include both the number of employees that would be hired to perf (Table B) that will be allocated to contract work, and include all app should include all employees including all minorities, apprentices and	rentices and on-the-job train	ees. The "Total Employees" column
Table E	3 -	Include all employees currently employed that will be allocated to the currently employed.	e contract work including any	apprentices and on-the-job trainees
Table 0	C -	Indicate the racial breakdown of the total apprentices and on-the-job	trainees shown in Table A.	
				DO 1070 (D. 10/1/07)

BC-1256 (Rev. 12/11/07)

RETURN WITH BID Contract No. 46152 PEORIA-KNOX Counties Section D-4 OVD SIN STR REPL 2011-29 Various Routes District 4 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
	Corporate Name	
	,	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	A444	
(IF A JOINT VENTURE, USE THIS SECTION	Allesi I	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
	Ву	Signature of Authorized Representative
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
		Signature
	Business Address	
If more than two parties are in the joint ventur	e nlease attach an ac	ditional signature sheet

Return with Bid



Electronic Bid Bond ID#

Division of Highways Proposal Bid Bond

Item No.

(Effective November 1, 1992)

			Letting Date
NOW ALL MEN BY THESE PRES	SENTS, That We		
s PRINCIPAL, and			
			as SURETY, a
Article 102.09 of the "Standard S	pecifications for Road and Bridg	ge Construction" in effe	of 5 percent of the total bid price, or for the amount specificet on the date of invitation for bids, whichever is the less ch we bind ourselves, our heirs, executors, administrato
			ne PRINCIPAL has submitted a bid proposal to the ment designated by the Transportation Bulletin Item Numb
nd as specified in the bidding and fter award by the Department, the ncluding evidence of the required erformance of such contract and for the PRINCIPAL to make the requestrement the difference not to ex-	d contract documents, submit a e PRINCIPAL shall enter into a I insurance coverages and pro or the prompt payment of labor uired DBE submission or to ent acced the penalty hereof between ther party to perform the work co	DBE Utilization Plan a contract in accordar oviding such bond as and material furnishe er into such contract a en the amount specifie	CIPAL; and if the PRINCIPAL shall, within the time in that is accepted and approved by the Department; and ince with the terms of the bidding and contract documer is specified with good and sufficient surety for the faith and to give the specified bond, the PRINCIPAL pays to the din the bid proposal and such larger amount for which the oposal, then this obligation shall be null and void, otherwise.
aragraph, then Surety shall pay the ayment within such period of time expenses, including attorney's fees	e penal sum to the Department e, the Department may bring an , incurred in any litigation in whi	t within fifteen (15) day action to collect the a ch it prevails either in	with any requirement as set forth in the preceding ays of written demand therefor. If Surety does not make to amount owed. Surety is liable to the Department for all whole or in part. used this instrument to be signed by
neir respective officers this	day of	aid SURETT Have cad	A.D.,
RINCIPAL	day or	SURET	
(Company			(Company Name)
`			(23.1.)
y (Signa	ture & Title)	By:	(Signature of Attorney-in-Fact)
	Notony Contific	ation for Drivainal and	d Country
TATE OF ILLINOIS, county of	Notary Certific	ation for Principal and	a Surety
		, a Notary P	Public in and for said County, do hereby certify that
		and	
	(Insert names of individuals s		RINCIPAL & SURETY)
	this day in person and acknow		cribed to the foregoing instrument on behalf of PRINCIPA that they signed and delivered said instrument as their fr
Given under my hand and no	otarial seal this	day of	A.D
My commission expires			
			Notary Public
	Signature and Title line below, t	he Principal is ensurin	file an Electronic Bid Bond. By signing the proposal a ng the identified electronic bid bond has been executed a if the bid bond as shown above.

Company / Bidder Name

Signature and Title



DBE Utilization Plan

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

Date

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Pro	ject and Bid Identification					
Complet	te the following information concerning the project and bid:					
Route		Total Bid		<u> </u>		
Section		Contract DBE Goal				
Project			(Percent)	(Dollar Amount)		
County						
Letting [Date					
Contrac	t No.					
Letting I	tem No.					
(4) Ass	surance					
I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one) Meets or exceeds contract award goals and has provided documented participation as follows: Disadvantaged Business Participation percent Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract. Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows: Disadvantaged Business Participation percent The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.						
Bv	Company	The "as read" Low Bidder is re-		•		
		Submit only one utilization plar submitted in accordance with t				
Title		Bureau of Small Business Ente 2300 South Dirksen Parkway	erprises	Local Let Projects Submit forms to the		

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.

Springfield, Illinois 62764

Local Agency

(F)	Illinois Department of Transportation	D	BE Participatio	n Statement	
Subcontract	or Registration	L	etting		
Participation	on Statement	Ite	em No.		
(1) Instructi	ons	С	ontract		
be submitte	ust be completed for each disadvantaged business pard in accordance with the special provision and will be accessed is needed complete an additional form for the firm.	ttached to the Ut			
(2) Work					
Pay Item No.	Description	Quantity	Unit Price	Total	
For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount: (4) Commitment The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.					
	Signature for Prime Contractor	Sign	nature for DBE Firm		
Title	Title				
Date	Date	e			
Contact	Cor	ntact			
Phone	Pho	ne			
Firm Name	Firm	n Name			
Address	Add	lress			

City/State/Zip

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

City/State/Zip _____

E _____

WC _____

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. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds



SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled <u>State Required Ethical Standards Governing Subcontractors</u>.

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

C. <u>Debt Delinquency</u>

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.

 Name of Subcontracting Company	
 Authorized Officer	Date

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

A. The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor 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.

The current annual salary of the Governor is \$177,412.00.

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor 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 subcontractor 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 60% of the annual salary of the Governor? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the

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

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

Form B: Instructions for Identifying Other Contracts & Procurement Related Information

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. Note: Checking the <u>NOT APPLICABLE</u> <u>STATEMENT</u> on Form A <u>does not</u> allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Yes ___No __

Subcontractor Name		
Substitution radiic		
Legal Address		
3		
City State 7in		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
Tolophone Humber	Email / Idai 055	Tax Hamber (II available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print infor	tion)	
NAME:		
ADDRESS		
Type of ownership/distributable in	me share:	
stock sole proprietor % or \$ value of ownership/distributal		other: (explain on separate sheet):

- **2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
- (a) State employment, currently or in the previous 3 years, including contractual employment of services.

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

- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

 If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you (i) more than 7 1/2% of the total distributable income of your fir corporation, or (ii) an amount in excess of 100% of the annual sala 	entitled to receive rm, partnership, association or
4. If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you or minor children entitled to receive (i) more than 15 % in the ag income of your firm, partnership, association or corporation, or (ii) the salary of the Governor?	and your spouse gregate of the total distributable
(b) State employment of spouse, father, mother, son, or daughter, including in the previous 2 years.	
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 employ Board or the Illinois Toll Highway Authority?	ree of the Capitol Development YesNo
2. Is your spouse or any minor children currently appointed to or emportal of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary excession annual salary of the Governor, provide the name of your spouse at of the State agency for which he/she is employed and his/her annual salary.	appointed to or employed by any eds 60% of the nd/or minor children, the name
3. If your spouse or any minor children is/are currently appointed to a State of Illinois, and his/her annual salary exceeds 60% of the annual of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the firm, partnership, association or corporation, or (ii) an amount annual salary of the Governor?	nual salary of the Governor, to total distributable income of your
4. If your spouse or any minor children are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annuare you and your spouse or minor children entitled to receive (i) aggregate of the total distributable income of your firm, partnersh (ii) an amount in excess of two times the annual salary of the Gove	ual salary of the Governor,) more than 15 % in the ip, association or corporation, or
(c) Elective status; the holding of elective office of the State of Illinois, the government authorized by the Constitution of the State of Illin Illinois currently or in the previous 3 years.	vernment of the United States, any
(d) Relationship to anyone holding elective office currently or in the previous a son, or daughter.	2 years; spouse, father, mother, YesNo
(e) Appointive office; the holding of any appointive government office of the S America, or any unit of local government authorized by the Constitution of of the State of Illinois, which office entitles the holder to compensation in the discharge of that office currently or in the previous 3 years.	the State of Illinois or the statutes
(f) Relationship to anyone holding appointive office currently or in the previou son, or daughter.	s 2 years; spouse, father, mother, YesNo
(g) Employment, currently or in the previous 3 years, as or by any registered	lobbyist of the State government. YesNo

(11)	son, or daughter. YesNo
(i)	Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
(j)	Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
	Yes No
3.	Communication Disclosure.
Se en su	close the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in ction 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or ployee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly oplemented for accuracy throughout the process and throughout the term of the contract. If no person is ntified, enter "None" on the line below:
	Name and address of person(s):

4. Debarment Disclosure. For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any

governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: **APPLICABLE STATEMENT** This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Subcontractor: Other Contracts & Procurement Related Information Disclosure

Subcontractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
ILCS 500). This information shall become	part of the publicly available contra 00 or more, from subcontractors	on 50-35 of the Illinois Procurement Act (30 act file. This Form B must be completed for identified in Section 20-120 of the Illinois	
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION	
any pending contracts, subcontracts, includ	ling leases, bids, proposals, or othe es No		
2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:			
THE FOLLO	WING STATEMENT MUST BE CH	IECKED	
	Signature of Authorized Officer	Date	
	orginatore of Authorized Officer	Date	

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., March 11, 2011. 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. 46152
PEORIA-KNOX Counties
Section D-4 OVD SIN STR REPL 2011-29
Various Routes
District 4 Construction Funds

This project consists of overhead sign structure repair and maintenance at various locations in Peoria and Knox Counties.

- 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

Gary Hannig, Secretary

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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 1-1-11)

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RECURRING SPECIAL PROVISIONS

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

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SPECIAL PROVISIONS

STATE OF ILLINOIS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the check sheet included herein which apply to and govern the construction requirements of the District 4 Overhead Sign Structure Replacement 2011-29, Contract 46152, and, in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

SCOPE OF WORK

The work shall consist of repairing or replacing damaged or deteriorated overhead sign structure components and supports at locations described in the schedule of locations. At those locations where the overhead sign structure is to be removed before making the necessary repairs, the Engineer and the Contractor shall make a visual inspection of the removed overhead sign structure for any additional defects not found during the original inspections. Any additional defects shall be repaired before re-erection and paid for in accordance with the standard pay items. Additional repairs not covered by the standard pay items shall be authorized by the Engineer as extra work as provided for by Article 104.02 of the Standard Specifications for Road and Bridge Construction. Extra work shall be paid for in accordance with Article 109.04 of the Standard Specifications for Road and Bridge Construction.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

The Contractor shall notify the Resident Engineer at least 3 working days before beginning any work in the field and shall obtain permission to begin such work.

COMPLETION DATE

All work on this contract shall be completed on or before **June 30, 2012**. Should the Contractor fail to complete all work by **June 30, 2012**, the Contractor shall be liable in accordance with Article I08.09 of the Standard Specifications.

MATERIAL INSPECTION AND CERTIFICATION

The Contractor shall provide material samples and/or certifications when required by the contract documents or the Engineer. This requirement does not relieve the Contractor of the responsibility to provide materials that conform to the applicable requirements of this contract.

CONTRACTOR'S RESPONSIBILITY FOR DAMAGE

The Contractor shall be held responsible for additional damages to a sign or sign structure resulting from the removal, handling, temporary support, transportation, re-erection, repair procedures, and operations of equipment or employees prior to final inspection by the District Contact. The Contractor shall, at his/her own expense, correct any Contractor-caused damage to a condition equal to that existing before damage was done, by repairing, rebuilding, or replacing it as directed by the Engineer.

FINAL CLEAN UP

The final clean up shall conform to the requirements set forth in Article 104.06 of the Standard Specifications for Road and Bridge Construction. When work is accomplished at any location, the Contractor will be required to clean up the work area before payment for that work will be processed.

All costs due to compliance with this requirement will be incidental to the contract and no additional compensation will be allowed.

MATERIALS

The Contractor shall field verify all pertinent dimensions and properties required before ordering materials when replacement assemblies are required.

TRAFFIC CONTROL AND PROTECTION

The Contractor shall arrange his work in such a manner so as to keep interruptions to traffic flow at a minimum.

Traffic control and protection shall conform to Article 107.09 and Section 701 of the Standard Specifications for Road and Bridge Construction and to the following standards, as required by the Engineer.

Standards:

701101, 701106, 701201, 701301, 701400, 701401, 701406, 701411, 701446, 701901

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Traffic shall be maintained on the associated roadways at all times during construction. All lane closures shall be made during off-peak traffic hours, defined as time periods from 8:30 a.m. to 3:30 p.m. and 5:30 p.m. to 7 a.m. Monday through Friday. The contractor shall notify the Engineer forty-eight (48) hours before the time of a planned closure. The exact time and duration of all lane closures, however, shall be as determined by the Engineer.

All traffic control devices shall be furnished, erected, maintained, and removed by the Contractor in accordance with the Standard Specifications. Where possible, all post mounted signs shall be placed a minimum of two feet beyond the curb or edge of shoulder. Proposed sign spacing may be modified as approved by the Engineer in order to meet existing field conditions or to prevent obstructions of the motorist's view of permanent signing.

Directional Indicator barricades shall be used as described in the Supplemental Specifications.

Full closures of any road shall be limited to a maximum of **15 minutes** shall be coordinated with the Illinois State Police by the Contractor.

Any and all road closures and lane restrictions shall be removed and/or rescheduled if adverse weather such as rain, snow or fog is present.

Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for Traffic Control and Protection, and no additional compensation will be allowed.

Conformance to these traffic control and protection standards will be paid at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Basis of Payment:

The above referenced work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). The price shall be payment in full for all labor, materials, transportation, handling and incidental work necessary to furnish, install maintain, replace, relocate and remove all expressway traffic control devices indicated in the plans and specifications.

SPEED INDICATOR SIGN

Effective: 4-1-2009

<u>Description:</u> This work shall consist of furnishing, placing, and maintaining speed indicator measurement and display units. The units shall be trailer mounted. These units will be deployed as directed by the Engineer as part of the advance signing for the first lane closure in each direction. Construction speed limit signs will still be required at the locations shown on the Standards.

The speed measurement shall be radar and provide a detection of one quarter (1/4) to one half (1/2) mile.

The speed indicator display shall face approaching traffic and shall have a sign legend of "Your Speed is" above the speed display, and "MPH" below the speed display. The digital display between the fixed messages shall show two digits (00 to 99). The minimum height of the numerals shall be eight (8) inches, and the nominal legibility distance shall be at least 750 feet. Whenever the signs are in use, they shall be considered as traffic control devices(s). When they not required for use, they shall be considered as equipment.

The speed indicator measurement and display functions shall be equipped with a power supply capable of providing 24 hours of uninterrupted service.

The contractor is required to provide all preventive maintenance effort that is necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the engineer shall cause work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from the current or future compensation due the Contractor.

<u>Basis of Payment:</u> The furnishing, placing, and maintenance of speed indicator measurement and display units will be measured per calendar day of service provided. A partial day shall be counted as one calendar day. This work will be paid for at the contract unit price per calendar day for SPEED INDICATOR SIGN.

REMOVE AND REINSTALL WALKWAY

This work shall consist of removing the existing walkway and walkway support brackets from an overhead sign structure and reinstalling the walkway and walkway support brackets on a new overhead sign structure.

The Contractor shall carefully remove the existing u-bolt nuts so as not to damage the existing u-bolts, since these may be reused to re-erect the existing walkway support brackets. Any u-bolts or nuts damaged by the Contractor shall be replaced at his expense.

Due to downsizing of the overhead sign structure, the chord diameter of the replacement truss may be smaller and require the replacement of all u-bolts, to match the chord diameter of the replacement truss, for reinstalling the walkway support brackets. This work may also require field drilling new holes in the walkway support brackets to maintain the proper clearance above the roadway.

The walkway shall be installed at the same distance from the end support as the original installation, unless otherwise directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for REMOVE AND REINSTALL WALKWAY, which price includes replacing any U-bolts as necessary and providing the necessary traffic control.

FURNISH AND INSTALL SAFETY CHAIN

This work shall consist of removing a defective existing safety chain from the walkway, if one is present, and furnishing and installing a new one.

The chain shall be 3/16" diameter, Type 304L Stainless Steel, with approximately 12 links per foot. The safety chain shall be furnished and installed on the walkway and walkway support bracket as shown on the Overhead Sign Structures Aluminum Handrail Details Base Sheet OS-A-11.

For those locations where the chain must be attached to the walkway support bracket and the walkway support bracket is located behind the sign the "Alternate Safety Chain Attachment" method shall be used.

This work will be paid for at the contract unit price each for FURNISH AND INSTALL SAFETY CHAIN, which price shall include providing the alternate safety chain attachment bracket, when required, and providing all necessary traffic control.

REPAIR CONCRETE FOUNDATION FOR OVERHEAD SIGN STRUCTURE

Effective: June 1, 2008

<u>Description</u>: This work shall consist of structurally repairing concrete.

Materials: Materials shall be according to the following.

Item Article/Section

- (a) Portland Cement Concrete (Note 1) 1020
- (b) R1 or R2 Mortar (Note2)
- (c) Normal Weight Concrete (Note 3)
- (d) Shotcrete (High Performance) (Note 4)
- (e) Reinforcement Bars 1006.10
- (f) Anchor Bolts 1006.09
- (g) Water 1002
- (h) Curing Compound (Type I) 1022
- (i) Cotton Mats 1022.02
- (j) Protective Coat 1023.01
- (k) Epoxy (Note 5) 1025
- (I) Mechanical Bar Splicer's (Note 6)

Note 1:The concrete shall be Class SI, except the cement factor shall be a minimum 6.65 cwt/cu. yd. (395 kg/cu. m), the coarse aggregate shall be a CA 16, and the strength shall be a minimum 4000 psi (27,500 kPa) compressive or 675 psi (4650 kPa) flexural at 14 days. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump, but the cement factor shall not be reduced. This cement factor restriction shall also apply if a water-reducing admixture is used.

Note 2:The R1 or R2 mortar shall be from the Department's approved list of Packaged, Dry, Rapid Hardening, and Cementitious Materials for Concrete Repairs with coarse aggregate added. The amount of coarse aggregate added to the R1 or R2 Mortar shall be per the manufacturer's recommendations. The coarse aggregate gradation shall be CA 16 from an Aggregate Gradation Control System source or a packaged aggregate meeting Article 1004.02 with a maximum size of 1/2 in. (12.5 mm). The R1 or R2 Mortar and coarse aggregate mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 3:The packaged concrete mixture shall be from the Department's approved list of Packaged, Dry, Formed, Concrete Repair Mixtures. The materials and preparation of aggregate shall be according to ASTM C 387. Proportioning shall be according to ASTM C 387, except the minimum cement factor shall be 6.65 cwt/cu. yd. (395 kg/cu. m). Cement replacement with fly ash or ground granulated blast-furnace slag shall be according to Section 1020. The coarse aggregate shall be a maximum size of 1/2 in. (12.5 mm). The packaged concrete mixture shall comply with the air content and strength requirements for Class SI concrete as indicated in Note 1. Mixing shall be per the manufacturer's recommendations, except the water/cement ratio shall not exceed the value specified for Class SI concrete as indicated in Note 1. A high range water-reducing admixture shall be used to obtain a 5-7 in. (125-175 mm) slump.

Note 4:A packaged, pre-blended, and dry combination of materials, for the wet-mix shotcrete method shall be provided according to ASTM C 1480. An accelerator is prohibited, except the shotcrete may be modified at the nozzle with a non-chloride accelerator for overhead applications. The shotcrete shall be Type FA, Grade FR, and Class I. The fibers shall be Type III synthetic according to ASTM C 1116.

The 7 and 28 day compressive strength requirements in ASTM C 1480 shall not apply. Instead the shotcrete shall obtain a minimum compressive strength of 4000 psi (27,500 kPa) at 14 days.

The packaged shotcrete shall be limited to the following proportions:

The cement and finely divided minerals shall be 6.05 cwt/cu. yd. (360 kg/cu. m) to 7.50 cwt/cu. yd. (445 kg/cu. m), and the cement shall not be below 4.70 cwt/cu. yd. (279 kg/cu. m).

Class F fly ash is optional and the maximum shall be 15 percent by weight (mass) of cement.

Class C fly ash is optional and the maximum shall be 20 percent by weight (mass) of cement.

Ground granulated blast-furnace slag is optional and the maximum shall be 25 percent by weight (mass) of cement.

Micro silica is required and shall be a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent. As an alternative to micro silica, high-reactivity metakaolin may be used at a minimum of 5 percent by weight (mass) of cement, and a maximum of 10 percent.

Fly ash shall not be used in combination with ground granulated blast-furnace slag. Class F fly ash shall not be used in combination with Class C fly ash. Microsilica shall not be used in combination with high-reactivity metakaolin. A finely divided mineral shall not be used in combination with a blended hydraulic cement, except for microsilica or high-reactivity metakaolin.

The water/cement ratio shall be a maximum of 0.42.

The air content as shot shall be 4.0 - 8.0 percent.

Note 5:In addition ASTM C 881, Type IV, Grade 2 or 3, Class A, B, or C may be used.

Note 6:Mechanical bar splicers shall be from the approved list of Mechanical Reinforcing Bar Splicers / Coupler Systems, and shall be capable of developing in tension at least 125 percent of the yield strength of the existing reinforcement bar.

Equipment: Equipment shall be according to Article 503.03 and the following.

Chipping Hammer – The chipping hammer for removing concrete shall be a light-duty pneumatic or electric tool with a 15 lb. (7 kg) maximum class or less.

Blast Cleaning Equipment – Blast cleaning equipment for concrete surface preparation shall be the abrasive type, and the equipment shall have oil traps.

Hydrodemolition Equipment – Hydrodemolition equipment for removing concrete shall be calibrated, and shall use water according to Section 1002.

High Performance Shotcrete Equipment – The batching, mixing, pumping, hose, nozzle, and auxiliary equipment shall be for the wet-mix shotcrete method, and shall meet the requirements of ACI 506R.

Construction Requirements

<u>General:</u> The repair methods shall be either formed concrete repair or shotcrete. The repair method shall be selected by the Contractor with the following rules.

- (a) Rule 1. For formed concrete repair, a subsequent patch to repair the placement point after initial concrete placement will not be allowed. As an example, this may occur in a vertical location located at the top of the repair.
- (b) Rule 2. Formed concrete repair shall not be used for overhead applications.
- (c) Rule 3. Shotcrete shall not be used for column repairs greater than 4 in. (100 mm) in depth, or any repair location greater than 8 in. (205 mm) in depth. The only exception to this rule would be for a horizontal application, where the shotcrete may be placed from above in one lift.
- (d) Rule 4. If formed concrete repair is used for locations that have reinforcement with less than 0.75 in. (19 mm) of concrete cover, the concrete mixture shall contain fly ash or ground granulated blast-furnace slag at the maximum cement replacement allowed.

<u>Temporary Shoring or Cribbing</u>: When a temporary shoring or cribbing support system is required, the Contractor shall provide details and computations, prepared and sealed by an Illinois licensed Structural Engineer, to the Department for review and approval. Whenever possible the support system shall be installed prior to starting the associated concrete removal. If no system is specified, but during the course of removal the need for temporary shoring or cribbing becomes apparent or is directed by the Engineer due to a structural concern, the Contractor shall not proceed with any further removal work until an appropriate and approved support system is installed.

Concrete Removal: The Contractor shall provide ladders or other appropriate equipment for the Engineer to mark the removal areas. Repair configurations will be kept simple, and squared corners will be preferred. The repair perimeter shall be sawed a depth of 1/2 in. (13 mm) or less, as required to avoid cutting the reinforcement. If the concrete is broken or removed beyond the limits of the initial saw cut; the new repair perimeter shall be recut. The areas to be repaired shall have all loose, unsound concrete removed completely by the use of chipping hammers, hydrodemolition equipment, or other methods approved by the Engineer. The concrete removal shall extend along the reinforcement bar until the reinforcement is free of bond inhibiting corrosion. The outermost layer of reinforcement bar within the repair area shall be undercut to a depth of 3/4 in. (19 mm) or the diameter of the reinforcement bar, whichever value is larger. The underlying transverse reinforcement bar shall also be undercut as previously described, unless the reinforcement is not corroded, and the reinforcement bar is encased and well bonded to the surrounding concrete.

If sound concrete is encountered before existing reinforcement bars are exposed, further removal of concrete shall not be performed unless the minimum repair depth is not met.

The repair depth shall be a minimum of 1 in. (25 mm). The substrate profile shall be \pm 1/16 in. (\pm 1.5 mm). The perimeter of the repair area shall have a vertical face.

If a repair is located at the ground line, any excavation required below the ground line to complete the repair shall be included in this work.

The Contractor shall have a maximum of 14 calendar days to complete each repair location with concrete or shotcrete, once concrete removal has started for the repair.

The Engineer shall be notified of concrete removal that exceeds 6 in. (150 mm) in depth, one fourth the cross section of a structural member, more than half the vertical column reinforcement is exposed in a cross section, more than 6 consecutive reinforcement bars are exposed in any direction, within 1.5 in. (38 mm) of a bearing area, or other structural concern. Excessive deterioration or removal may require further evaluation of the structure or installation of temporary shoring and cribbing support system.

<u>Surface Preparation</u>: Prior to placing the concrete or shotcrete, the Contractor shall prepare the repair area and exposed reinforcement by blast cleaning. The blast cleaning shall provide a surface that is free of oil, dirt, and loose material.

If a succeeding layer of shotcrete is to be applied, the initial shotcrete surface and remaining exposed reinforcement shall be free of curing compound, oil, dirt, loose material, rebound (i.e. shotcrete material leaner than the original mixture which ricochets off the receiving surface), and overspray. Preparation may be by lightly brushing or blast cleaning if the previous shotcrete surface is less than 36 hours old. If more than 36 hours old: the surface shall be prepared by blast cleaning.

The repair area and perimeter vertical face shall have a rough surface. Care shall be taken to ensure the perimeter sawcut is roughened. Just prior to concrete or shotcrete placement, saturate the repair area with water to a saturated surface-dry condition. Any standing water shall be removed.

Concrete or shotcrete placement shall be done within 3 calendar days of the surface preparation or the repair area shall be prepared again.

<u>Reinforcement:</u> Exposed reinforcement bars shall be cleaned of concrete and corrosion by blast cleaning. After cleaning, all exposed reinforcement shall be carefully evaluated to determine if replacement or additional reinforcement bars are required.

Reinforcing bars that have been cut or have lost 25 percent or more of their original cross sectional area shall be supplemented by new in kind reinforcement bars. New bars shall be lapped a minimum of 32 bar diameters to existing bars. A mechanical bar splicer shall be used when it is not feasible to provide the minimum bar lap. No welding of bars shall be performed.

Intersecting reinforcement bars shall be tightly secured to each other using 0.006 in. (1.6 mm) or heavier gauge tie wire, and shall be adequately supported to minimize vibration during concrete placement or application of shotcrete.

For reinforcement bar locations with less than 0.75 in. (19 mm) of cover, protective coat shall be applied to the completed repair. The application of the protective coat shall be according to Article 503.19, 2nd paragraph, except blast cleaning shall be performed to remove curing compound.

The Contractor shall anchor the new concrete to the existing concrete with 3/4 in. (19 mm) diameter hook bolts for all repair areas where the depth of concrete removal is greater than 8 in. (205 mm) and there is no existing reinforcement extending into the repair area. The hook bolts shall be spaced at 15 in. (380 mm) maximum centers both vertically and horizontally, and shall be a minimum of 12 in. (305 mm) away from the perimeter of the repair. The hook bolts shall be installed according to Section 584.

Repair Methods. All repair areas shall be inspected and approved by the Engineer prior to placement of the concrete or application of the shotcrete.

Formed Concrete Repair. Falsework shall be according to Article 503.05. Forms shall be according to Article 503.06. Formwork shall provide a smooth and uniform concrete finish, and shall approximately match the existing concrete structure. Formwork shall be mortar tight and closely fitted where they adjoin the existing concrete surface to prevent leakage. Air vents may be provided to reduce voids and improve surface appearance.

The Contractor may use exterior mechanical vibration, as approved by the Engineer, to release air pockets that may be entrapped.

The concrete for formed concrete repair shall be a Class SI Concrete, or a packaged R1 or R2 Mortar with coarse aggregate added, or a package Normal Weight Concrete at the Contractor's option. The concrete shall be placed and consolidated according to Article 503.07. The concrete shall not be placed when frost is present on the surface of repair area, or the surface temperature of the repair area is less than 40 °F (4 °C). All repaired members shall be restored as close as practicable to their original dimensions.

Curing shall be done according to Article 1020.13.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d) (1), or Protection Method II according to Article 1020.13(d) (2) shall be used during the curing period.

The surfaces of the completed repair shall be finished according to Article 503.15.

Shotcrete. Shotcrete shall be tested by the Engineer for air content according to Illinois Modified AASHTO T 152. Obtain the sample in a damp, non-absorbent container from the discharge end of the nozzle.

For compressive strength of shotcrete, a 18 x 18 x 3.5 in. (457 x 457 x 89 mm) test panel shall be shot by the Contractor for testing by the Engineer. A steel form test panel shall have a minimum thickness of 3/16 in. (5 mm) for the bottom and sides. A wood form test panel shall have a minimum 3/4 in. (19 mm) thick bottom, and a minimum 1.5 in. (38 mm) thickness for the sides. The test panel shall be cured according to Article 1020.13 (a) (3) or (5) while stored at the jobsite and during delivery to the laboratory. After delivery to the laboratory for testing, curing and testing shall be according to ASTM C 1140.

The method of alignment control (i.e. ground wires, guide strips, depth gages, depth probes, and formwork) to ensure the specified shotcrete thickness and reinforcing bar cover is obtained shall be according to ACI 506R. Ground wires shall be removed after completion of cutting operations. Guide strips and formwork shall be of dimensions and a configuration that do not prevent proper application of shotcrete. Metal depth gauges shall be cut 1/4 in. (6 mm) below the finished surface. All repaired members shall be restored as close as practicable to their original dimensions.

The shotcrete shall not be applied when the air temperature is below 45°F (7°C) and falling or below 40°F (4°C). Shotcrete shall not be applied when the air temperature is greater than 90°F (32°C). The applied shotcrete shall have a minimum temperature of 50°F (10°C) and a maximum temperature of 90°F (32°C). The shotcrete shall not be applied during periods of rain unless protective covers or enclosures are installed. The shotcrete shall not be applied when frost is present on the surface of the repair area, or the surface temperature of the repair area is less than 40°F (4°C). If necessary, lighting shall be provided to provide a clear view of the shooting area.

The shotcrete shall be applied according to ACI 506R, and shall be done in a manner that does not result in cold joints, laminations, sandy areas, voids, sags, or separations.

In addition, the shotcrete shall be applied in a manner that results in maximum densification of the shotcrete. Shotcrete which is identified as being unacceptable while still plastic shall be removed and re-applied.

The nozzle shall normally be at a distance of 2 to 5 ft. (0.6 to 1.5 m) from the receiving surface, and shall be oriented at right angles to the receiving surface. Exceptions to this requirement will be permitted to fill corners, encase large diameter reinforcing bars, or as approved by the Engineer. For any exception, the nozzle shall never be oriented more than 45 degrees from the surface. Care shall be taken to keep the front face of the reinforcement bar clean during shooting operations. Shotcrete shall be built up from behind the reinforcement bar. Accumulations of rebound and overspray shall be continuously removed prior to application of new shotcrete. Rebound material shall not be incorporated in the work.

Whenever possible, shotcrete shall be applied to the full thickness in a single layer. The maximum thickness shall be 4 in. (100 mm) unless the shotcrete is applied from above on a horizontal surface, or a thicker application is approved by the Engineer. When two or more layers are required, the minimum number shall be used and shall be done in a manner without sagging or separation. A flash coat (i.e. a thin layer of up to 1/4 in. (6 mm) applied shotcrete) may be used as the final lift for overhead applications.

Prior to application of a succeeding layer of shotcrete, the initial layer of shotcrete shall be prepared according to the surface preparation and reinforcement bar cleaning requirements. Upon completion of the surface preparation and reinforcement bar treatment, water shall be applied according to the surface preparation requirements unless the surface is moist. The second layer of shotcrete shall then be applied within 30 minutes.

Shotcrete shall be cut back to line and grade using trowels, cutting rods, screeds or other suitable devices. The shotcrete shall be allowed to stiffen sufficiently before cutting. Cutting shall not cause cracks or delaminations in the shotcrete. For depressions, cut material may be used for small areas. Rebound material shall not be incorporated in the work.

For the final finish, a wood float shall be used to approximately match the existing concrete texture. All repaired members shall be restored as close as practicable to their original dimensions.

Cotton mats shall be applied, according to Article 1020.13(a)(5), to the exposed layer of shotcrete within 10 minutes after finishing, and wet curing shall begin immediately. As an alternative, Type I curing compound shall be applied within 10 minutes and moist curing with cotton mats shall begin within 3 hours.

When a shotcrete layer is to be covered by a succeeding shotcrete layer within 36 hours, the repair area shall be protected with intermittent hand fogging, or wet curing with either burlap or cotton mats shall begin within 10 minutes. Intermittent hand fogging may be used only for the first hour. Thereafter, wet curing with burlap or cotton mats shall be used until the succeeding shotcrete layer is applied. Intermittent hand fogging may be extended to the first hour and a half if the succeeding shotcrete layer is applied by the end of this time.

The curing period shall be for 7 days, except when there is a succeeding layer of shotcrete. In this instance, the initial shotcrete layer shall be cured until the surface preparation and reinforcement bar treatment is started.

If temperatures below 45°F (7°C) are forecast during the curing period, protection methods shall be used. Protection Method I according to Article 1020.13(d)(1), or Protection Method II according to Article 1020.13(d)(2) shall be used during the curing period

<u>Inspection of Completed Work</u>: The Contractor shall provide ladders or other appropriate equipment for the Engineer to inspect the repaired areas. After curing but no sooner than 28 days after placement of concrete or shooting of shotcrete, the repair shall be examined for conformance with original dimensions, cracks, voids, and delaminations. Sounding for delaminations will be done with a hammer or by other methods determined by the Engineer.

The repaired area shall be removed and replaced, as determined by the Engineer, for nonconformance with original dimensions, surface cracks greater than 0.01 in. (0.25 mm) in width, map cracking with a crack spacing in any direction of 18 in. (0.45 m) or less, voids, or delaminations.

If a nonconforming repair is allowed to remain in place, cracks 0.01 in. (0.25 mm) or less shall be repaired with epoxy according to Section 590. For cracks less than 0.007 in. (2 mm), the epoxy may be applied to the surface of the crack. Voids shall be repaired according to Article 503.15.

<u>Publications and Personnel Requirements</u>: The Contractor shall provide a current copy of ACI 506R to the Engineer a minimum of one week prior to start of construction.

The shotcrete crew foreman shall have current American Concrete Institute (ACI) nozzlemen certification for vertical wet and overhead wet applications. A copy of the certificate shall be given to the Engineer.

Removing and re-erecting or replacing the overhead sign structure or end support(s) will not be included under this pay item

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per each for REPAIR CONCRETE FOUNDATION FOR OVERHEAD SIGN STRUCTURE which price shall include all labor and materials necessary to complete the work in place and providing the necessary traffic control.

OVERHEAD SIGN STRUCTURE - SPAN, TYPE IA, IIA, IIIA

This work shall consist of furnishing and installing a Type IA, IIA or IIIA overhead sign structurespan on either new end supports or existing end supports at the location shown in the plans.

The Contractor shall be responsible for field verifying the existing dimensions for the end supports and the span length to assure the proper fit for the replacement truss on the existing end supports.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans and as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract, conforming to the dimensions shown on the details included in the contract, and the applicable requirements of Section 1094.

The replacement overhead sign structure-span shall include the fabrication and installation of truss grating, to facilitate inspections, the entire length of the span conforming to the details shown in the contract.

The cost of fabricating and installing the truss grating and the truss damper shall be included in the cost of fabricating and installing the replacement overhead sign structure-span.

Due to the downsizing of the overhead sign structures a retrofit for the support frame at those locations where the existing end supports will be used is required. The retrofit for the existing end supports shall meet the requirements shown on the "OVERHEAD SIGN STRUCTURES EXISTING SUPPORT FRAME RETROFIT FOR ALUMINUM TRUSS" as shown on detail sheet OS-A-12 RETROFIT. The cost of the retrofit shall be included in the cost of fabricating and installing the replacement overhead sign structure-span.

This work shall be done in accordance with Section 733, including providing all necessary mounting hardware and as specified herein.

Shop drawings for the new structure will be provided by the Contractor and approved in writing before any new materials are ordered or fabrication is begun.

Before starting work, the Contractor shall provide an erection plan to the Engineer detailing the method of erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for OVERHEAD SIGN STRUCTURE-SPAN, TYPE IA, IIA or IIIA which price shall include providing all necessary traffic control.

OVERHEAD SIGN STRUCTURE - CANTILEVER, TYPE IA, IIA, IIIA

This work shall consist of furnishing and installing a Type IA, IIA or IIIA overhead sign structure-cantilever with support on a new concrete foundation at the location shown in the plans.

The Contractor and the Engineer shall field verify the correct cantilever support height, once the elevations for the pavement and the top of the new concrete foundation have been determined.

This work shall include all labor, material, and equipment necessary for proper execution and completion of the work as shown on the plans and as herein specified. It shall include all work not specifically included in the contract documents which is reasonably and properly inferable and necessary for proper completion of the improvement.

REPLACE AND TIGHTEN SIGN MOUNTING CLIPS

This work shall consist of replacing missing post clips and post clip bolts or tightening loose post clip bolts on signs mounted on overhead sign structures. Stainless steel bolt, nuts and washers shall be used with stainless steel post clips for all overhead - mounted signs.

Stainless steel post clips shall conform to ASTM 276, Type 304. A flat washer shall be used under each nut to prevent gouging of the clip. Stainless steel bolt, nuts and washers for fastening extruded aluminum sign panels to supports shall conform to ASTM A 276, Type 304. Nuts shall conform to ASTM A 194 Grade 8 and be of the self - locking type. Washers shall conform to ASTM A 240, Type 304.

This work will be paid for at the contract unit price each per sign location for REPLACE AND TIGHTEN SIGN MOUNTING CLIPS; which price shall include furnishing and installing post clips and post clip bolts complete with washers and tightening all loose sign clip bolts for each overhead sign location shown in the plans and providing all necessary traffic control.

Materials shall meet the requirements of the sign structure detail sheets shown in the contract conforming to the dimensions shown on the details included in the contract and the applicable requirements of Section 1094.

The overhead sign structure-cantilever shall include the fabrication and installation of truss grating, to facilitate inspections, the entire length of the truss conforming to the details shown in the contract. The cantilever shall also include the installation of the truss damper shown in the fabrication details. The cost of fabricating and installing the truss grating and the truss damper shall be included in the cost of fabricating and installing the overhead sign structure-cantilever.

This work shall be done in accordance with Section 733, including providing all necessary mounting hardware and as specified herein.

Shop drawings for the new structure will be provided by the Contractor and approved in writing before any new materials are ordered or fabrication is begun

Before starting work, the Contractor shall provide an erection plan to the Engineer detailing the method of erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for OVERHEAD SIGN STRUCTURE-CANTILEVER, TYPE I-C-A, II-C-A or III-C-A which price shall include providing all necessary traffic control.

FURNISH AND ERECT SIGN PANEL

This work shall consist of furnishing and erecting an extruded sign panel, or a portion thereof, complete with reflectorized sign face, legend, and supplemental panels or plates, on existing sign support(s) at the location(s) specified in the work order. The type, size, and content of legend requirements will be as specified below or in the work order.

The aluminum extrusions and the installation shall be in according to the requirements of Section 1090 of the Standard Specification, as shown on the plans and/or as directed by the Engineer.

All Type III reflectorized guide signs, supplemental signs, including route shields and supplemental panels shall be fabricated using faces and legend of Type ZZ retroreflective sheeting. This shall include mainline, ramp, crossroad interchange approach directional signing, and route markers. All remaining signing shall be fabricated using a background material of Type AP retroreflective sheeting. All signs shall be fabricated such that the copy or text and background material is applied in the preferred orientation for the maximum retroreflectivity per the manufacturer's recommendation. Background sheeting and legend shall be provided by the same manufacturer.

This specification shall apply to all colors of sheeting used in this contract except for blue and brown. Signs fabricated with blue and brown sheeting shall use Type AP for the background reflective sheeting with the legend of Type ZZ reflective sheeting.

For existing signs that require the replacement of some of the existing extrusions due to damage, the replacement extrusion sheeting shall be of the same type of sheeting as the existing sign. This information shall be included on the work order.

This work will be measured for payment in square feet from edge-to-edge (horizontally and vertically).

The Contractor shall package all signs so as to prevent damage during shipment.

This work will be paid, for at the contract unit price per square foot, for FURNISH AND ERECT SIGN PANEL. This price shall include, furnishing all materials, fabricating the sign panel (including sign face and sign legend), furnishing all mounting hardware (including any 4WF1.79 sign brackets required for overhead sign structure mounting) and installing the sign panel on previously erected sign supports or sign structure and removing any existing sign panel(s) as required for the proper installation of the new panel(s). Removal of any existing sign panel(s) will be paid for in accordance with REMOVE EXISTING SIGN PANEL.

REMOVE EXISTING SIGN PANEL

This work shall consist of removing an existing ground-mounted or overhead sign panel. The sign panel shall be removed completely, including exit panel and all hardware, and transported from the right-of-way. The panel and hardware shall become the property of the State and shall be delivered to the District Sign Shop in the District in which the work is being performed.

This work will be paid for at the contract unit price each for REMOVE EXISTING SIGN PANEL, which price shall include complete removal of the sign, including exit panel, if any, from the right-of-way.

REPAIR HANDRAIL LOCKING PIN CONNECTION

This work shall consist of reaming the existing handrail locking pin hole to obtain the proper alignment for the installation of the locking pin and installing an oversized stainless steel locking pin. The locking pin with attached safety chain shall meet the material requirements of the details shown on Overhead Sign Structures Base Sheet OS-A-11. The Contractor shall attach the locking pin safety chain to the angle of the handrail post hinge with a stainless steel screw in lieu of welding the locking pin safety chain to the handrail post hinge pin.

This work will be paid for at the contract unit price each for REPAIR HANDRAIL LOCKING PIN CONNECTION, which price includes providing all necessary traffic control.

DISCONNECT AND RECONNECT ELECTRIC SERVICE

This work shall consist of disconnecting and reconnecting electrical service to the sign lighting for an overhead sign structure to be removed. Disconnect the electric cable to the sign lighting, pulling and coiling the cable so it will not be damaged during removal of the overhead sign structure.

For those locations where the end supports are to be removed, the electric cable shall be removed from the end support and coiled so it will not be damaged during removal of the end support.

Once the replacement end supports or overhead sign structure has been erected the electric cable shall be reinstalled and connected to the sign lighting. After all connections have been completed to the satisfaction of the Engineer, electric service shall be restored to the overhead sign structure.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for DISCONNECT AND RECONNECT ELECTRIC SERVICE, which price shall be payment in full for completing the work described above and providing all necessary traffic control.

REMOVE ELECTRIC SERVICE

This work shall consist of disconnecting the electrical service to the sign lighting for an overhead sign structure to be removed. Disconnect the electric cable to the sign lighting, pulling and removing the cable from the overhead sign structure. Included as part of this work shall be terminating the electrical cable to the overhead sign structure from its source, which is the nearest highway lighting pole or meter base. The Contractor shall disconnect the lighting cable at its source, remove the cable from the conduit and make all necessary cable splices required by the Engineer.

The removed cable shall become the property of the Contractor and shall be disposed of outside of the right-of-way.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for REMOVE ELECTRIC SERVICE, which price shall be payment in full for completing the work described above and providing all necessary traffic control

RELOCATE ELECTRIC SERVICE TO SIGN STRUCTURE

This work shall consist of locating, excavating, and exposing existing unit duct that serves the sign lighting and relocating the unit duct and cable to the relocated overhead sign structure concrete foundation.

Once the new concrete foundation has been constructed and the new end supports for the overhead sign structure has been erected the electric cable for the sign lighting shall be relocated and extended from the existing foundation to the new foundation. If may be necessary to extend or relocate the existing conduit and cable to the new concrete foundation. The splicing of conduit will be permitted if necessary for extending the conduit to the relocated concrete foundation. If the existing cable is of insufficient length to reach the new concrete foundation, it may be necessary to replace a section of the existing cable. The replacement of cable runs more than 50 feet in length shall be paid for in accordance with Section 109.04 of the Standard Specifications. No underground splicing of cable will be permitted. After all connections have been completed to the satisfaction of the Engineer, electric service shall be restored to the overhead sign structure and tested for proper operation.

All materials used to relocate the electric service to the sign structure shall meet the applicable requirements the following Articles of Section 1000 Materials:

Item Article/Section	
(a) Electric Raceway Material	1088.01
(b) Conductors	1066.02
(c) Insulation	1066.03

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price each for RELOCATE ELECTRIC SERVICE, which price shall be payment in full for completing the work described above and providing all necessary traffic control.

DRILLED SHAFT CONCRETE FOUNDATIONS

This work shall consist of constructing Class DS concrete foundations for the installation of simple span end supports and cantilever support columns for overhead sign structures. The Contractor shall be responsible for staking and laying out of the concrete foundation to obtain the proper elevation of the overhead sign structure above the highest point of the pavement.

The concrete shall be obtained from a predetermined approved source. A list of approved suppliers may be obtained from the Engineer.

Concrete foundations of the type and size specified in the plans shall be constructed in accordance with the applicable requirements of Sections 503, 516, and 734 of the Standard Specifications for Road and Bridge Construction. The top segment of the foundations shall be formed down to a depth of at least 300 mm (1 foot) below the ground line.

The excavated material removed for installation of the foundations shall be disposed of outside the right-of-way at the Contractor's expense.

Although lighting is not to be provided on the new trusses at this time, the Contractor shall be required to install all conduit and ground rods during construction of the new foundations as detailed on base sheets OS4-F3 & OSC-A-9.

Concrete foundations will be measured for payment in accordance with the requirements of Article 503.21 of the Standard Specifications for Road and Bridge Construction.

This work will be paid for at the contract unit price per cubic meter (cubic yard) of DRILLED SHAFT CONCRETE FOUNDATIONS, which price shall be payment in full for all necessary excavating, backfilling, formwork, furnishing and placing all materials, including the Class DS Concrete, reinforcing steel, anchor bolts, nuts, and washers complete in place.

REMOVE CONCRETE FOUNDATION-OVERHEAD

This work shall consist of removing and disposing of an existing overhead sign structure foundation in accordance with Section 737 of the Standard Specifications and the following provisions.

Underground conduits and cables shall be separated from the foundation at 750 mm (2.5 feet) below grade and salvaged for reused to the new concrete foundation, when specified.

All debris resulting from this operation shall be removed from the right-of-way.

This work will be paid for at the contract unit price each for REMOVE CONCRETE FOUNDATION-OVERHEAD, which price shall be payment in full for all equipment and labor necessary to complete the work and backfill the hole as herein described, including providing all necessary traffic control.

REMOVE OVERHEAD SIGN STRUCTURE - SPAN

This work shall consist of removing an overhead sign structure span, excluding end support(s), in accordance with the requirements of Section 736 and as specified herein.

The Contractor shall carefully remove the existing u-bolt and nuts so as not to damage the existing u-bolts, since these may be reused in the installation of the replacement truss.

Any u-bolts or nuts damaged by the Contractor shall be replaced at his expense. The Contractor shall use care in the removal of the existing overhead sign structure so as not to cause any damage to the existing end supports.

The removed deteriorated overhead sign structure span shall become the property of the Contractor and shall be completely removed from the right-of-way. Any salvage value of the sign structure to be removed shall be reflected in the Contractor's bid for the removal of the overhead sign structure.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for REMOVE OVERHEAD SIGN STRUCTURE-SPAN, which price shall be for complete removal of the overhead sign structure from the right-of-way, includes providing all necessary traffic control.

REMOVE OVERHEAD SIGN STRUCTURE- CANTILEVER

This work shall consist of removing a cantilever overhead sign structure and its support in accordance with the requirements of Section 736 and as specified herein.

Any sign panels attached to the end support shall be carefully removed for re-installation on the new end support or as directed by the Engineer.

The removed deteriorated overhead sign structure cantilever and its support shall become the property of the Contractor and shall be completely removed from the right-of-way. Any salvage value of the sign structure to be removed shall be reflected in the Contractor's bid for the removal of the overhead sign structure.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of 15 minutes to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

The Contractor shall be responsible for shutting off the electrical power to the overhead sign structure before disconnecting the sign lighting prior to removal of the overhead structure.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for REMOVE OVERHEAD SIGN STRUCTURE-CANTILEVER, which price shall be for complete removal of the overhead sign structure from the right-of-way, includes providing all necessary traffic control. Shutting off the electrical power and disconnecting the sign lighting will be paid for as DISCONNECT & RECONNECT ELECTRIC SERVICE

REPLACE HAND-HOLE COVER BOLT

This work shall consist of replacing a missing or damaged hand-hole cover mounting bolt at the locations shown in the plans and as directed by the Engineer. All damaged bolts shall be drilled out and the hole re-tapped.

The replacement hand-hole cover mounting bolt shall be in accordance with the requirements of Section 733 and Highway Standard OS-A-6, "Overhead Sign Structures Support Frame for Aluminum Truss Detail".

This work will be paid for at the contract unit price each for REPLACE HANDHOLE COVER BOLT, which price shall include furnishing, installing the bolt and providing the necessary traffic control.

TIGHTEN U-BOLT

This work shall consist of tightening existing U-bolts at the locations shown in the plans.

The U-bolts shall be tightened enough to bring the U-bolt against the tube and leave nuts/washers with less than 1/8-inch gap to the support or as directed by the Engineer.

U-bolts that cannot be tightened but are loose shall be replaced. Replacement U-bolts shall be either 8 mm or 20 mm (5/16" or 3/4") stainless steel U-bolts of the appropriate dimensions, two stainless steel washers and two hexagon lock-nuts per bolt.

The 8 mm (5/16 inch) U-bolts are located at the connection of the walkway support and sign brackets to the truss and the 20 mm (3/4 inch) U-bolts are located at the connection of the overhead sign structure to the end support. The U-bolt, washers, and lock-nuts shall meet the requirements of Section 733 and the Overhead Sign Structure Base Sheet OS-A-1. All U-bolts shall be of sufficient length to fully engage the lock-nut.

The Contractor shall field verifying dimensions prior to ordering any material.

This work will be paid for at the contract unit price each for TIGHTEN U-BOLT, which price shall be payment in full for properly tightening loose U-bolts, replacing any U-bolts that cannot be tightened and providing all necessary traffic control.

REMOVE AND RE-ERECT OVERHEAD SIGN STRUCTURE-SPAN OR CANTILEVER

This work shall consist of removing a span overhead sign structure or cantilever overhead sign structure, excluding the end support(s), from the roadway, properly anchoring the structure on blocks and re-erecting the structure onto the support(s) after work is completed. All work shall be done in accordance with the requirements of Section 738 and as specified herein.

The Contractor shall carefully remove the existing u-bolt nuts or mounting bolts so as not to damage the existing bolts, since these will be reused to re-erect the overhead sign stricture-span or cantilever on the new end support(s). Any u-bolts, bolts or nuts damaged by the Contractor shall be replaced at his expense.

Before starting work, the Contractor shall provide a removal and an erection plan to the Engineer detailing the method of removal and erection proposed to be followed and the amount and type of equipment proposed to be used. The plan shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of the Contractor's method or equipment or from carrying out the work in full.

Traffic control and protection shall be included under this pay item. It shall be understood that the freeway will be closed a maximum of **15 minutes** to remove and re-erect the sign structure and the time of the week allowed for closure will be as directed by the Engineer.

This work will be paid for at the contract unit price each for REMOVE AND RE-ERECT OVERHEAD SIGN STRUCTURE-SPAN or REMOVE AND RE-ERECT OVERHEAD SIGN STRUCTURE-CANTILEVER, which price shall includes removing the overhead sign structure, excluding end support(s), from the roadway, anchoring the structure safely on blocks, removing and reinstalling any portion of the structure necessary to perform work while on the ground, replacing any damaged hardware removed during removal of signs, walkway or overhead structure, and providing all required traffic control and re-erecting the structure properly back onto the end support(s).

FURNISH AND INSTALL SADDLE SHIM BLOCK

This work shall consist of furnishing and installing new saddle shim blocks with 3 mm (1/8") fabric or neoprene pad, new truss to end support u-bolts, washers and lock-nuts.

The saddle shim block shall be either ASTM B-26 Alloy 356-F or ASTM B-209 Alloy 6061-T651 made to match the chords outside diameter and original shim block thickness. The replacement saddle shim block shall be of a width and length as shown on the saddle shim detail in the plans with 4 holes drilled to match the existing U-bolt hole locations.

The horizontal chord shall be lifted just enough to slide the saddle shim and neoprene or fabric pad in place. Extreme care shall be taken when making this lift, and jacks with radiused contact faces or softeners shall be used to distribute loads evenly and not permanently deform the chords.

This work will be paid for at the contract unit price each for FURNISH AND INSTALL SADDLE SHIM BLOCK, which price includes providing the U-bolts and all necessary traffic control.

OVERHEAD SIGN SUPPORT GROUT REPAIR

This work shall consist of removing essentially all grout, between the base plates and the foundation, cleaning and painting the exposed anchor bolts, and installing a stainless steel screen wire to enclose the void between the sign support base plates and the foundation. The stainless steel mesh shall meet the requirements of Section 733 and be installed as shown on the details Overhead Sign Structures Support Frame Base Sheet OS-A-6A.

The exposed part of the anchor bolts shall be cleaned and painted with one coat of primer. The primer shall meet the requirements of Section 4 and 5 of SSPC-PT25 for red iron oxide, zinc oxide, raw linseed oil, and alkyd primer.

All debris resulting from this operation shall be removed from the right-of-way.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for OVERHEAD SIGN SUPPORT GROUT REPAIR, which price includes providing the necessary traffic control.

FURNISH AND INSTALL INTERNAL TRUSS DAMPER

This work shall consist of furnishing and installing a truss damper on an aluminum overhead sign structure-span or cantilever. The damper shall be attached to the overhead sign structure as indicated on the attached details.

The damper design shall be similar to those shown in the plans. The Contractor shall submit shop drawings for the damper for approval prior to fabrication and before any materials are ordered.

This work will be paid for at the contract unit price each for FURNISH AND INSTALL TRUSS INTERNAL DAMPER price shall include providing the shop drawings, furnishing and installing the damper complete with all necessary hardware and providing the necessary traffic control.

TIGHTEN SPLICE FLANGE

This work shall consist of tightening all bolts/nuts of one splice flange for an overhead sign structure at the location shown in the schedule of locations for each district.

All bolts used to assemble the overhead sign truss splice flange shall be systematically tightened in accordance with the applicable requirements of Section 733 of the Standard Specifications or as directed by the Engineer. This procedure is **not** specifically intended to close existing gaps between flanges but to tighten those bolts that are loose. Splice flange bolts not of sufficient length to fully engage the lock-nut shall be replaced whenever possible with longer bolts of sufficient length to fully engage the lock-nut. Replacement Bolts shall meet the applicable requirements of Section 733.

This work will be paid for at the contract unit price each for TIGHTEN SPLICE FLANGE, which price shall be payment in full for tightening and/or replacing bolts as required at one splice flange and providing all necessary traffic control.

TIGHTEN CANTILEVER CONNECTION

This work shall consist of tightening all the mounting bolts of the top collar and the bottom mounting plate for the connections of the cantilever support and the aluminum overhead sign structure at the locations shown in the plans. This procedure is not specifically intended to close existing gaps between mounting plates but to tighten those bolts that are loose.

All bolts used to assemble the top collar and the bottom mounting plate shall be systematically tightened in accordance with the applicable requirements of Section 733 of the Standard Specifications or as directed by the Engineer. Bolts that cannot be tightened, but are loose, shall be replaced with bolts meeting the applicable requirements of Section 733 of the Standard Specifications.

If a gap exist, between the bottom mounting plate on the support and the truss plate, an aluminum or stainless steel shim of geometry approved by the Engineer, shall be inserted to fill the gap between the mounting plate and the truss plate to avoid bending of the mounting plates when tightening the bolts.

The Contractor shall loosen the bolts in the bottom mounting plate and the top collar prior to installing the shims. The Contractor shall raise the truss slightly (approximately 1/4") by use of a crane or jacks (procedures similar to those outlined in the Special Provision for Relocate Saddle Shim Block to avoid damage to chords), insert the shims, and lower the truss. After shimming, the bolts shall be systematically tightened in accordance with the applicable requirements of Section 733 of the Standard Specifications or as directed by the Engineer. Bolts that are damaged and cannot be reused shall be replaced with bolts meeting the applicable requirements of Article 1006.08 of the Standard Specifications.

This work will be paid for at the contract unit price each for TIGHTEN CANTILEVER CONNECTION, which price shall include tightening all bolts, replacing those bolts which cannot be tightened but are loose, furnishing and installing aluminum or stainless steel shims for those locations that have gaps between the bottom mounting plate and the truss plate, and providing the necessary traffic control. Each cantilever shall be considered as having two connections.

FURNISH AND INSTALL WALKWAY TIE DOWN BOLTS

This work shall consist of furnishing and installing missing walkway tie down bolts, field drilling any necessary holes in the walkway for the installation of the bolts and tightening loose bolts at the locations shown in the plans. The size and number of the tie down bolts shall be as shown on Overhead Sign Structures Base Sheet OS-A-10 or as shown on the shop fabrication drawings for each overhead sign structure available from the district office.

Walkway tie down bolts not of sufficient length to fully engage the lock-nut shall be replaced whenever possible with longer bolts of sufficient length to fully engage the lock-nut. Walkway tie down bolts that cannot be tightened shall be replaced.

All bolts, nuts, washers used to attach the walkway to the sign structures shall be stainless steel. The stainless steel bolts, nuts, and washers shall meet the applicable requirements of Section 733. All bolts shall be of sufficient length to fully engage the lock-nut.

This work will be paid for at the contract unit price for each overhead sign structure location for FURNISH AND INSTALL WALKWAY TIE DOWN BOLTS, which price includes tightening loose bolts, replacing damaged bolts and providing all necessary traffic control.

FURNISH AND INSTALL METAL SCREEN

This work shall consist of cleaning and painting the exposed anchor bolts, if necessary, and installing stainless steel screen wire to enclose the void between the sign support base plates and the foundation.

The exposed part of the anchor bolts shall be cleaned and painted with one coat of primer. The primer shall meet the requirements of Section 4 and 5 of SSPC-PS25 for red iron oxide, zinc oxide, raw linseed oil, and alkyd primer.

The stainless steel shall be standard grade wire cloth type 304, 4 x 4 mesh, 0.047 wire diameter or less as approved by the engineer. The stainless steel screen wire shall be formed to the shape of the base plate and fastened to the base plate with 20 mm (3/4 inch) wide stainless steel banding. The screen wire shall overlap and be fastened with stainless steel or brass ring type connection.

This work will be paid for at the contract unit price each for FURNISH AND INSTALL METAL SCREEN, which price shall include cleaning and painting the exposed anchor bolts, installing the screen wire around each sign support base plate and providing the necessary traffic control.

REMOVE EXISTING LUMINAIRE

This work shall consist of removing an existing luminaire for sign lighting from an overhead sign structure butterfly in accordance with the requirements of Section 842 of the Standard Specifications.

The luminaires are to be removed and remain the property of the Department. They shall be stored within the project limits by the Contractor for delivery to a location as directed by the Engineer.

The Contractor shall be responsible for the condition of the luminnaires from the time of removal until the acceptance of a receipt from the Department indicating that the items have been received in good condition.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for REMOVAL OF LUMINAIRE, which price includes delivering the luminaire to a location as directed by the Engineer and providing the necessary traffic control.

CLEANING AND PAINTING EXISTING STEEL OVERHEAD SIGN SUPPORT - SPAN OR CANTILEVER

Effective: March 17, 1997 - Revised: May 28, 1999 - Revised: February 8, 2000

<u>Description:</u> This work shall consist of cleaning and painting overhead sign structure span and cantilever end supports by the methods specified; furnishing, application and protection of the paint coatings and all other work described herein.

<u>General Requirements:</u> All existing structural steel which is to be cleaned and painted shall receive a pressure 17,200 to 34,500 kPa (2,500 to 5,000 psi) power wash cleaning. The cleaning method and painting systems listed below shall be used on the designated sections of the structure.

Surface preparation shall be as outlined below, followed by a full coat of epoxy penetrating sealer, a full intermediate coat of aluminum epoxy mastic and a full final coat of waterborne acrylic finish.

A proposed Quality Control Plan, inspection access plan, copies of the paint manufacturer's application instructions, material safety data sheets and product data sheets shall be submitted to the Engineer before the pre-construction conference.

<u>Weather Conditions</u>. The surfaces to be painted after cleaning must 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. In addition to the paint system manufacturer's written instructions for painting and cleaning, the following conditions shall apply. (When in conflict, the most restrictive conditions shall govern).

- (1) Cleaning and painting shall be done between May 1 and October 31.
- (2) The minimum temperature of the air and steel shall be 10 $^{\circ}$ C (50 $^{\circ}$ F.) unless otherwise specified. Coatings shall not be applied to surfaces hotter than 54 $^{\circ}$ C (130 $^{\circ}$ F.) or when the air temperature exceeds 38 $^{\circ}$ C (100 $^{\circ}$ F.).
- (3) The surface temperature shall be at least 3 °C (5 °F.) above the dewpoint of the air surrounding the surface. In addition, the relative humidity of this air shall be less than 85%.
- (4) Spray painting will not be permitted.

These conditions will be determined by the Engineer at locations representative of the surfaces to be cleaned and painted. Work accomplished under unfavorable weather conditions will be considered unacceptable and complete re-cleaning and repainting of these areas will be required at the Contractor's expense.

<u>Inspection Facilities</u>: The Contractor shall furnish, ladders or mechanical equipment to permit inspection and 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, scissors trucks, hydraulic booms, etc.

Work performed without adequate provision for inspection will be considered unacceptable.

<u>Equipment</u>: All cleaning and painting equipment shall include gauges capable of accurately measuring fluid and air pressures and shall have valves capable of regulating the flow of air, water or paint as recommended by the equipment manufacturer. The equipment shall be maintained in proper working order.

Cleaning equipment shall utilize filters, traps or separators recommended by the manufacturer of the equipment and shall be kept clean to prevent oil, water, dried paint and other foreign materials from being deposited on the surface. The filters, traps and separators shall be cleaned or drained by means, and at intervals, recommended by the manufacturer of the equipment. Paint pots shall be equipped with air operated continuous mixing devices.

Diesel or gasoline powered equipment shall be positioned or vented in a manner to prevent deposition of combustion contaminants on any part of the structure.

Prior to beginning all painting operations, air equipment shall pass the requirements of ASTM D 4285. This test will be repeated as determined by the Engineer.

<u>Quality Control:</u> The Contractor shall conduct a quality control program, which ensures that the work accomplished complies with these specifications. The quality control program shall consist of:

- 1. Qualified personnel to manage the program and conduct quality control tests.
- 2. Proper quality measuring instruments.
- 3. Quality Control Plan.
- 4. Condition and quality recording procedures.

The personnel managing the quality control program shall have considerable experience and knowledge of industrial painting and the measurements needed to assure quality work. The personnel performing the quality control tests shall be trained in the use of the quality control instruments. These personnel shall <u>not</u> perform surface preparation and painting. Painters shall perform wet film thickness measurements.

The Contractor shall supply all necessary equipment to perform quality control testing of weather conditions, equipment, surface preparation and profile, and paint film thickness.

These instruments shall be calibrated by the Contractor's personnel, in accordance to the equipment manufacturer's recommendations.

The Contractor shall implement a Quality Control Plan approved by the Engineer including; a schedule of required measurements, inspection access provisions, procedures for correcting unacceptable work and, procedures for improving surface preparation and painting quality as a result of quality control findings. The Contractor shall use IDOT Painting Inspector Daily Report forms supplied by the Engineer to record the results of quality control tests. These reports shall be available at the work site for review by the Engineer.

The purpose of the quality control program is to assist the Contractor in the proper performance of the work. Quality control test results will not be used as a basis for acceptance of the work.

<u>Cleaning.</u> The Contractor shall notify the Engineer 24 hours in advance of beginning surface preparation operations. The surfaces to be painted, including horizontal cross members, that shall be washed of all dust, dirt, insect and animal nests, bird droppings and other foreign matter prior to solvent cleaning. The washing shall be completed no more than 2 weeks prior to surface preparation. As directed by the Engineer, washing shall also be performed on surfaces to receive second or third coats when foreign matter has accumulated on previously painted surfaces. Power washing shall be accomplished by using pressures between **17,200 to 34,500 kPa (2,500 to 5,000 psi)** and potable water, meeting the requirements of Section 1002 of the Standard

Specifications, with a flow rate of at least 0.25 L/S (4 gallons/minute) and a nozzle fan angle between 15 and 30 degrees. The nozzle shall be held no more than 500 mm (19 in.) from the surface. If detergents or other additives are added to the water, the surface shall be rinsed with potable water before the detergent water dries. All surfaces washed shall be completely free of all foreign matter and must be approved by the Engineer prior to solvent cleaning. Paint spray equipment shall not be use to perform the washing.

After washing has been approved by the Engineer, all traces of asphaltic cement, oil, grease, diesel fuel deposits, and other soluble contaminants which remain on the steel surfaces to be painted shall be removed by solvent cleaning. Unless otherwise specified, the solvent shall be petroleum based aliphatic mineral spirits. Under no circumstances shall any abrasive blasting be done to areas with these contaminants or to areas not approved by the Engineer.

Solvent cleaning shall conform to Steel Structures Painting Council (SSPC) Surface Preparation Specifications SP1, Solvent Cleaning, Section 4, Methods of Solvent Cleaning, except the Contractor shall ensure the cleaning does not damage existing coatings which are to remain. The solvent cleaning shall be approved by the Engineer before surface preparation is begun.

General Surface Preparation Requirements:

Painted surfaces damaged by washing, or any Contractor's operation shall be removed and repainted, as directed by the Engineer, at the Contractor's expense.

Surface preparation and surface residue removal must be approved prior to painting. Paint applied to surfaces not tested or approved by the Engineer will be considered unacceptable and complete paint removal shall be accomplished at the Contractor's expense.

Prepared surfaces shall be painted before rust appears on the surface and no area shall remain unpainted overnight. If rust appears or bare steel remains unpainted overnight, the affected area shall be prepared again at the expense of the Contractor.

Surface Preparation Method.

When directed by the Engineer, the surface preparation shall be accomplished according to the requirements of SSPC Surface Preparation Specification SP 3 for Power Tool Cleaning except as modified as follows. A power tool cleaned surface shall be free of all loose rust, loose mill scale, loose and peeling paint and rust that is bleeding through and/or penetrating the coating. The Contractor shall be careful not to damage sound paint adjacent to spot cleaning areas. Adherent paint, rust and mill scale that cannot be lifted with a dull putty knife shall not be damaged or removed. At the discretion of the Engineer minor hand cleaning may be required.

General Paint Requirements:

Painting shall be accomplished according to these specifications and as specified in the paint manufacturer's written instructions and product data sheets for the paint system used. The penetrating sealer, the aluminum epoxy mastic primer, and the waterborne acrylic finish coat shall all be supplied by the same paint manufacturer.

All ingredients in containers of paint shall be thoroughly mixed by mechanical power mixers in the original containers before use or mixing with other containers of paint. The paint shall be power mixed in a manner, which will break up all lumps, completely disperse pigment and result in a uniform composition. Paint shall be carefully examined after mixing for uniformity and to verify that no unmixed pigment remains on the bottom of the container. Excessive skinning or partial hardening due to improper or prolonged storage will be cause for rejection of the paint, even though it may have been previously inspected and accepted. Paint shall not remain in painter's buckets, etc. overnight. Paint shall be stored in a covered container and re-mixed before use. Paint shall not be stored at temperature below 4°C (40°F.). The Engineer reserves the right to sample any mixed field paint and have it analyzed by the Bureau of Materials and Physical Research. If the paint does not meet the requirements due to excessive thinning or because of other field problems, that section of the structure shall be repainted as directed by the Engineer.

Each coat of paint shall be applied as a continuous film of uniform thickness free of pores. Each coat of paint shall be in a proper state of cure before the application of the succeeding coat.

Paint shall be considered dry for re-coating when an additional coat can be applied without the development of film irregularities; such as lifting, wrinkling, or loss of adhesion of the under coat. The time interval between coating applications shall be in compliance with the paint manufacturer's instructions. If surfaces are contaminated, washing shall be accomplished prior to intermediate and final coats.

Painting shall be done in a neat and workmanlike manner. Paint may be applied with rollers or brushes. When brush or roller application is used to apply the epoxy mastic primer a minimum of two coats shall be applied in order to achieve the specified dry film thickness. Brushes shall be round or oval, except flat brushes may be used if they do not exceed 100 mm (4 inches) in width.

Paint Systems.

For steel surfaces cleaned as outlined above, painting shall consist of a full coat of epoxy penetrating sealer, a full coat of aluminum epoxy mastic primer, and a full final coat of waterborne acrylic. The film thickness shall be as follows:

One full coat of epoxy penetrating sealer between 25 and 50 microns (1.0 and 2.0 mils) dry film thickness. The wet film thickness shall be between 40 and 65 microns (1.5 and 2.5 mils).

One full coat of aluminum epoxy mastic primer between 125 and 175 microns (5.0 and 7.0 mils) dry film thickness. The wet film thickness shall be between 150 and 215 microns (6.0 and 8.5 mils).

One full final coat of waterborne acrylic finish between 50 and 100 microns (2.0 and 4.0 mils) dry film thickness. The wet film thickness shall be between 160 and 305 microns (6.5 and 12.0 mils) per coat.

The total dry film thickness for this system shall be between 205 and 330 microns (8.0 and 13.0 mils). The existing coating thickness to remain under the overcoat must be verified in order to obtain accurate total dry film thickness measurements.

Material Requirements:

The Bureau of Materials and Physical Research has established the following criteria for testing epoxy mastic and waterborne acrylic coatings. A Qualified Product List (QPL) has been developed from products that have passed these tests. A list of all products on the QPL is available from the Bureau of Materials. All materials shall be supplied from the same manufacturer.

I. Epoxy Penetrating Sealer

The epoxy penetrating sealer shall be a cross linked multi component sealer designed to be applied over marginally prepared surfaces to penetrate and seal rust and existing coating discontinuities. The coating shall have the following properties:

The volume solids shall be 98% (plus or minus 2%). Shall be a clear or slightly tinted color. Shall be designed to be applied at 25 to 50 micron (1 to 2 mils). Designed to be applied over SSPC-SP2 or better surface preparation.

As the tests have not been developed to test the epoxy penetrating sealer to establish a QPL, the sealer shall be supplied by one of the manufacturers approved on the QPL for the waterborne acrylic paint. In addition, the epoxy penetrating sealer shall have been applied to an Illinois Department of Transportation bridge and have performed satisfactorily for a period of at least one year.

II. Aluminum Epoxy Mastic

The aluminum epoxy mastic shall be a two component epoxy primer containing aluminum pigment designed as a one coat high-build complete protective coating system with excellent adhesion to rusted steel, inorganic zinc, and old paint after such surfaces have been properly cleaned. The aluminum epoxy mastic shall be compatible with a wide range of topcoats including waterborne acrylics, alkyds, and polyurethane.

Pigment - The primary pigment shall be either a leafing or non-leafing aluminum pigment. Secondary pigmentation shall not contain more than trace amounts of lead, chromium, or other toxic heavy metals.

Vehicle - The vehicle shall be a modified epoxy and curing agent which is suitably insensitive to moisture to allow trouble free application.

Packaged Components - The epoxy coating shall be supplied as a two-component material at a one-to-one volume mix ratio. It shall be well ground, free of caking, skins, gellation, and excessive settling. The shelf life of each component shall be not less than twelve months.

Properties of Aluminum Epoxy Mastic

The mixed epoxy shall contain a minimum of 89 percent solids by weight, when tested according to ASTM D 1644, Method A, except that the sample shall be heated for 72 hours at $37.8^{\circ} \pm 1^{\circ}$ C ($100^{\circ} \pm 2^{\circ}$ F.).

The unit weight of the unmixed components shall not vary more than \pm 24 g/L (0.2 lb./gal) from the weight of the original qualification samples.

The viscosity of the coating shall be a minimum of 90 KU at $25^{\circ} \pm 1^{\circ}$ C ($77^{\circ} \pm 2^{\circ}$ F.). Viscosity must be checked immediately after addition and mixing of components.

The pot life of the epoxy coating shall be no shorter than 2 hours at 24° C (75° F.) or one hour at 32° C (90° F.).

The epoxy coating shall air cure at a temperature of 24° C (75° F.) or above to a hard tough film within 5 days, by evaporation of solvent and chemical reaction. It shall be dry to the touch in 24 hours at 24° C (75° F.), and to receive foot traffic in 48 hours at 24° C (75° F.).

The mixture, when thinned per manufacturer's recommendations, shall exhibit no runs or sags, when applied by conventional or airless spay to produce dry film thickness' in the 125 to 175 microns (5 to 7 mil) range.

The Volatile Organic Compounds (VOC) shall not exceed 340g/L (2.8 lb./gal) as applied when tested according to ASTM D 3960.

Packaging and Labeling - The aluminum epoxy mastic coating shall be packaged in two containers. The components shall be prepackaged such that mixing on a one-to-one ratio, by volume, utilizes a complete container of each component. Each container shall have a label clearly showing the manufacturer, product name, lot number, date of manufacture, and shelf life. The label on either the epoxy or curing agent shall also include complete instructions for the use of this paint. The container shall be coated, if necessary, to prevent attack by the paint components.

III. Waterborne Acrylic

The acrylic primer and finish coat shall be a two-coat, waterborne, acrylic paint system for direct to metal application on prepared structural steel and for top-coating previously painted surfaces. The acrylic primer shall be suitable as an intermediate coat over inorganic and organic zinc primers, aluminum epoxy mastics, acrylics, vinyl's, and alkyds. The acrylic finish coat shall be compatible as a topcoat over the primer.

The acrylic paints shall meet the requirements of the Steel Structures Painting Council's Painting System Specification No. 24.00 (Latex Painting System for Industrial and Marine Atmospheres, Performance-Based) as outlined in Volume 2, Systems and Specifications, Seventh Edition. The performance testing shall comply with Level I, except that Section 6.3 Early Rust Resistance of System shall be modified as follows:

Prepare and equilibrate an environmental chamber at 10° C (50° F.) and approximately 75 - 80% R.H. Condition the paints to be applied and the panels in the environmental chamber for at least 45 minutes. If an environmental chamber is not available, a properly conditioned refrigerator with the same humidity and temperature conditions may be used.

Remove panels from the environmental chamber and apply one coat of primer, 35 - 45 microns (1.4 - 1.8 mils) dry above the profile, and return panels to the environmental chamber. After six hours, remove from the environmental chamber and allow to equilibrate for 30 minutes at ambient conditions for it to completely dry to touch (see note 12.5 and 12.6).

Expose panels under continuous wet or condensing conditions at ambient temperature for approximately 16 hours (see note 12.7). At the end of 16 hours, immediately examine for rusting. The rusting shall not exceed 9 as judged by ASTM D 610. Blistering may occur at this time, however, allow time for recovery by drying the test panel overnight before rating the blister. The rating shall not exceed 8F according to ASTM D 714.

Workability - The paints shall be easily applied by conventional and airless spray to smooth vertical surfaces at a minimum dry film thickness of 75 microns (3 mils) per coat without runs, sags, or other film defects. When application is made by brush or roller, multiple coats will be permitted to achieve 75 microns (3 mils) dry film thickness and uniformity of appearance.

Toxicity - The paints shall not contain more than trace amounts of lead, hexavalent chromium, cadmium, mercury, or other toxic heavy metals.

Flash Point - The flash point of the coatings shall be greater than 65° C (149° F.) as determined by a Pensky-Martens Closed Cup Tester according to ASTM D 93.

Shelf Life - The paints shall show no curdling, gelling, gassing, or an increase in viscosity of more than 10 KU after 1 year from the date of manufacture when packaged in tightly covered unopened containers and stored at temperatures between 10° C and 32° C (50° F - 90° F.).

Volume Solids - The coatings shall not be less than 32% solids by volume.

Odor - Freshly opened containers of the paints shall not exhibit any rancid, putrid, or other objectionable odors.

Drying Time - The paints shall set to touch within 4 hours and dry through within 24 hours when applied at 250 microns (10 mils) wet film thickness and tested according to ASTM D 1640.

Color and Hiding Power - The primer shall match Munsell Matte or Glossy Color 5Y 8/4 Yellow. 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 tolerance shall not exceed 10 Hunter Delta E Units for the primer and 3.0 Hunter Delta E Units for the finish coats. Color difference shall be measured by instrumental comparison of the designated Munsell standard to a minimum dry film thickness of 75 microns (3 mils) of sample coating produced on a test panel according to ASTM D 823, Practice E, Hand-Held, Blade Film Application. The contrast ratio of the finish coats at 50microns (2 mils) dry film thickness shall not be less than 0.99 when tested according to ASTM D 2805. Color measurements shall be determined on a spectrophotometer with 45° circumferential/0° geometry, illuminant C, and 2° observer angle. The spectrophotometer shall measure the visible spectrum from 380 - 720 nanometers with a wavelength interval and spectral bandpass of 10 nanometers.

Gloss - The 60° specular gloss of the finish coats shall not be less than 65 when measured according to ASTM D 523.

Color and Gloss Retention of Finish Coats - A 250 micron (10 mil) wet film of finish coat shall be applied to a 300 mm x 100 mm (12 inch x 4 inch) aluminum alloy panel prepared according to ASTM D 1730 Type A, Method 1 Solvent Cleaning. Allow to air-dry for seven days and then measure the 60° specular gloss and color. Subject the coated panel for 300 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV -condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps). The cycle shall consist of 8 hours UV exposure at 60° C (140° F.) followed by 4 hours of condensation at 40° C (104°F.). After exposure, rinse the panel with clean water, allow to dry at room temperature for one hour, and again measure the 60 degree specular gloss and color. The panel shall not show a color change of more than 3 Hunter Delta E Units and the 60° specular gloss shall not be less than 40.

Adhesion to Inorganic Zinc - The acrylic paints shall pass the topcoat adhesion test as specified in AASHTO M300. The inorganic zinc-rich primer shall meet the requirements of AASHTO M300, Type I solvent-base multiple component with the following additional requirement: The Volatile Organic Compounds (VOC) shall not exceed 340 g/l (2.8 lbs/gal) as applied when tested according to ASTM D 3960.

Qualification Samples and Tests

The manufacturer shall supply to an independent test laboratory and to the department, duplicate samples of the aluminum epoxy mastic and waterborne acrylic paints for evaluation. Prior to approval and use, the manufacturer shall submit a notarized certification of the independent laboratory, together with results of all tests, stating that these materials meet the requirements as set forth herein. Independent laboratory tests shall be required for each finish coat color the manufacturer proposes to supply. The certified test report shall state lot tested, manufacturer's name, product name, and date of manufacture. New certified test results and samples for testing by the department shall be

submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the department) shall be borne by the manufacturer.

Acceptance Samples and Certification

A 1 liter (1 quart) sample of each lot of paint produced for use on state or local agency projects shall be submitted to the department for testing, together with a manufacturer's certification. The certification shall state that the formulation for the lot represented is essentially identical to that used for qualification testing. All acceptance samples shall be taken by a representative of the Illinois Department of Transportation. The aluminum epoxy mastic and waterborne acrylic paints shall not be used until tests are completed and they have met the requirements as set forth herein.

Packaging and Labeling

Each container shall have a label clearly showing the manufacturer, product name, lot number, date of manufacture, and shelf life. The label shall also include complete instructions for the use of the product. The container shall be coated, if necessary, to prevent attack by the paint components.

Special Instructions:

All surfaces painted inadvertently shall be cleaned immediately. For those locations where an existing sign structure will be replaced and downsized the Contractor will be required to do tough up painting once the new sign structure is in place if he/she elects to paint the end support(s) prior to replacing the sign structure.

It is understood and agreed that the cost of all work outlined above, unless otherwise specified, has been included in the bid, and no extra compensation will be allowed.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price for PAINT OVERHEAD SIGN SUPPORT, at the designated locations, which price includes providing the necessary traffic control.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008 Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

"All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02."

CEMENT (BDE)

Effective: January 1, 2007 Revised: April 1, 2009

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. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. 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, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(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 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.

For cast-in-place construction, portland-pozzolan cement 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 be limited to cement kiln dust at a maximum of 1.0 percent.

(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 IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement 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 be limited to cement kiln dust at a maximum of 1.0 percent.

(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, 3200 psi (22,100 kPa) at 6.0 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 AASHTO T 161, Procedure B.
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where 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."

CERTIFICATION OF METAL FABRICATOR (BDE)

Effective: July 1, 2010

Revise Article 106.08 of the Standard Specifications to read:

- "106.08 Certification of Metal Fabricator. All fabricators performing work on metal components of structures shall be certified under the appropriate category of the AISC Quality Certification Program as follows.
 - (a) Fabricators of the main load carrying steel components of welded plate girder, box girder, truss, and arch structures shall be certified under Category MBr (Major Steel Bridges).
 - (b) Fabricators of the main load carrying steel components of rolled beam structures, either simple span or continuous, and overhead sign structures shall be certified under Category SBr (Simple Steel Bridges).

Fabricators of steel or other non-ferrous metal components of structures not certified under (a) or (b) above shall be certified under the program for Bridge and Highway Metal Component Manufacturers."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003 Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 **General.** Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's Approved List of Concrete Admixtures.

For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 5.65 cwt/cu yd (335 kg/cu m). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by AASHTO.

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

- (a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall be according to AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

- (a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).
- (b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009 Revised: July 1, 2009

<u>Diesel Vehicle Emissions Control</u>. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

<u>Idling Restrictions</u>. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors.

The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

<u>Environmental Deficiency Deduction</u>. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2011

<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.

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 0.00% 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 only 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 enough 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 this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The names and addresses of DBE firms that will participate in the contract;
 - (2) A description, including pay item numbers, of the work each DBE will perform;
 - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

- (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); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document the good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine 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 apparent successful 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 the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of 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 determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>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 following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

- (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (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.

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 Utilization 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals.

Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) 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. 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.
- (h) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer.

If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.

- (i) 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.
- (j) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007 Revised: January 2, 2008

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

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

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

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

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

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

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

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time								
Original Contr	act Amount	Daily Charges						
From More Than	To and Including	Calendar Day	Work Day					
\$ 0	\$ 100,000	\$ 375	\$ 500					
100,000	500,000	625	875					
500,000	1,000,000	1,025	1,425					
1,000,000	3,000,000	1,125	1,550					
3,000,000	5,000,000	1,425	1,950					
5,000,000	10,000,000	1,700	2,350					
10,000,000	And over	3,325	4,650"					

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

Effective: April 1, 2007 Revised: November 1, 2009

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 portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is \$1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day multiplied by a Gravity Adjustment Factor.

Tab	Table A									
Deficiency Deduction Gravity Adjustment Factors										
Types of Violations	Soil Disturl	bed and Not	Permanent	ly Stabilized						
	At Time of Violation									
	< 5	< 5 5 - 10 >10 - 25								
	Acres	Acres	Acres	Acres						
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5						
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5						
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10						
Failure to properly manage Chemicals,	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5						
Concrete Washouts or Residuals, Litter or										
other Wastes										
Improper Vehicle and Equipment	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5						
Maintenance, Fueling or Cleaning										
Failure to Provide or Update Written or	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5						
Graphic Plans Required by SWPPP										
Failure to comply with Other Provisions of the	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"						
NPDES Permit										

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.

POST CLIPS FOR EXTRUDED ALUMINUM SIGNS (BDE)

Effective: January 1, 2009

Revise the sixth paragraph of Article 1090.03 of the Standard Specifications to read:

"Stainless steel post clips shall be according to ASTM A 276, Type 304. In place of stainless steel post clips the manufacturer may substitute aluminum post clips according to ASTM B 108, 356-T6. A flat washer shall be used under each nut to prevent gouging of the clip."

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

"Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m)."

SELECTION OF LABOR (BDE)

Effective: July 2, 2010

Revise Section I of Check Sheet #5 of the Recurring Special Provisions to read:

"I. SELECTION OF LABOR

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

EMPLOYMENT OF ILLINOIS WORKERS DURING PERIODS OF EXCESSIVE UNEMPLOYMENT

Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90 percent Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his/her regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled, or unskilled, whether manual or non-manual."

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.

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

Effective: April 2, 2004 Revised: April 1, 2009

<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 indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<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), and frames and grates will be subject to a steel cost adjustment when the pay items 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) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) 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)

 $\mathsf{D} = \mathsf{MPI}_\mathsf{M} - \mathsf{MPI}_\mathsf{L}$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

 $MPI_L =$ The Materials Cost Index for steel as published by the Engineering News-

Record for the month prior to the letting. The indices will be converted from

dollars per 100 lb 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 MPI_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 MPI_L and MPI_M in excess of five percent, as calculated by:

Percent Difference = $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$

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

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

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 properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:			
Company Name:			
Contractor's Option:			
Is your company opting to include this special provision as following items of work?	part of the	e contract plans for th	е
Metal Piling	Yes		
Structural Steel	Yes		
Reinforcing Steel	Yes		
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes		
Guardrail	Yes		
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes		
Metal Railings (excluding wire fence)	Yes		
Frames and Grates	Yes		
Signature:)ate:		

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR PEORIA & KNOX COUNTIES EFFECTIVE FEBRUARY 2011

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

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

Peoria County Prevailing Wage for February 2011

Trade Name		TYP	_		FRMAN *M-F				Pensn	Vac	Trng
AGDEGEOG ADE GEN	==		=		26 700 1 5						=====
ASBESTOS ABT-GEN		BLD		25.290	26.790 1.5 28.330 1.5		2.0	7.050	12.17	0.000	0.850
ASBESTOS ABT-GEN ASBESTOS ABT-MEC		HWY BLD		30.410	0.000 1.5	1.5		9.670		0.000	
BOILERMAKER		BLD			37.170 2.0	2.0		6.820			0.350
BRICK MASON		BLD			32.130 1.5	1.5	2.0	6.900			0.500
CARPENTER		BLD			31.140 1.5	1.5	2.0	7.250		0.000	
CARPENTER		HWY			32.080 1.5				11.58		
CEMENT MASON		BLD			28.050 1.5				12.80		
CEMENT MASON		HWY			28.900 1.5				13.23		
CERAMIC TILE FNSHER		BLD		28.320	0.000 1.5	1.5	2.0	6.900	8.580	0.000	0.490
ELECTRIC PWR EQMT OP		ALL		34.080	0.000 1.5	1.5	2.0	4.750	9.540	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		23.380	0.000 1.5	1.5	2.0	4.750	6.550	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		37.860	40.300 1.5	1.5	2.0		10.61		
ELECTRIC PWR TRK DRV		ALL		24.530	0.000 1.5	1.5	2.0	4.750			0.000
ELECTRICIAN		BLD			36.290 1.5	1.5	2.0	5.250			0.250
ELECTRONIC SYS TECH		BLD		27.060		1.5		5.250		0.000	
ELEVATOR CONSTRUCTOR GLAZIER		BLD			43.990 2.0 30.520 1.5	2.0			10.71 7.700		
HT/FROST INSULATOR		BLD BLD			43.050 1.5				10.81		
IRON WORKER		BLD			31.140 1.5				10.51		
IRON WORKER		HWY			34.340 1.5	1.5			10.51		
LABORER		BLD			25.790 1.5	1.5			11.62		
LABORER		HWY		26.330	27.580 1.5	1.5	2.0	7.050	12.17	0.000	0.800
LABORER, SKILLED		BLD		24.690	26.190 1.5	1.5	2.0	7.050	11.62	0.000	0.800
LABORER, SKILLED		HWY		26.630	27.880 1.5	1.5	2.0	7.050	12.17	0.000	0.800
LATHER		BLD			31.140 1.5	1.5			11.15		
MACHINERY MOVER		HWY			34.340 1.5				10.51		
MACHINIST		BLD			45.160 1.5				8.700		
MARBLE FINISHERS		BLD		28.320	0.000 1.5				8.580		
MARBLE MASON MILLWRIGHT		BLD BLD			31.330 1.5 31.890 1.5	1.5	2.0	6.900	10.74	0.000	
MILLWRIGHT		HWY			33.070 1.5	1.5	2.0		11.09		
OPERATING ENGINEER			1	31.590		1.5	2.0		10.80		
OPERATING ENGINEER		BLD	2	29.440	34.590 1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER		BLD	3	27.860	34.590 1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER		HWY	1	33.000	36.000 1.5	1.5	2.0	7.500	10.80	0.000	1.800
OPERATING ENGINEER				30.490					10.80		
OPERATING ENGINEER			3		36.000 1.5				10.80		
PAINTER		ALL			34.200 1.5				8.200		
PAINTER SIGNS		BLD			36.800 1.5				2.620		
PILEDRIVER		BLD HWY			31.640 1.5 33.080 1.5				11.15 11.58		
PILEDRIVER PIPEFITTER		BLD			40.020 1.5				10.47		
PLASTERER		BLD			28.250 1.5				12.33		
PLUMBER		BLD			36.040 1.5				12.17		
ROOFER		BLD			28.080 1.5				7.220		
SHEETMETAL WORKER		BLD		31.200	32.760 1.5				12.35		
SIGN HANGER		HWY		32.340	34.340 1.5	1.5	2.0	8.140	10.51	0.000	0.370
SPRINKLER FITTER		BLD			38.890 1.5				6.550		
STEEL ERECTOR		HWY			34.340 1.5				10.51		
STONE MASON		BLD			32.130 1.5				8.580		
TERRAZZO FINISHER		BLD		28.320	0.000 1.5				8.580		
TERRAZZO MASON TILE MASON		BLD BLD			31.330 1.5 31.330 1.5				8.580 8.580		
TRUCK DRIVER			1	29.480	0.000 1.5				4.347		
TRUCK DRIVER				29.900					4.347		
TRUCK DRIVER				30.110	0.000 1.5				4.347		
TRUCK DRIVER		ALL	4	30.370	0.000 1.5	1.5	2.0	9.650	4.347	0.000	0.250

TRUCK DRIVER	ALL 5	31.160	0.000	1.5	1.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	0&C 1	23.580	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 2	23.920	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 3	24.090	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 4	24.300	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	0&C 5	24.930	0.000	1.5	1.5 2.0	9.050	4.347	0.000	0.250
TUCKPOINTER	BLD	30.630	32.130	1.5	1.5 2.0	6.900	8.580	0.000	0.500

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

PEORIA COUNTY

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

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: cutting & acetylene torch, gunnite nozzlemen, gunnite pump men & pots, kettlemen & carriers of men handling hot stuff, sandblaster nozzle men, sandblasting pump men & pots, setting up and using concrete burning bars, wood block setters, underpinning & shoring of existing buildings, and the unload-ing and handling of all material coated with creosote.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy & highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: jackhammer & drill operator, gunite pump & pot man, puddlers, vibrator men, wire fabric placer, sandblast pump & pot man, strike off concrete, unloading, handling & carrying of all creosoted piles, ties or timber, concrete burning bars, power wheelbarrows or buggies, asphalt raker, brickset-ters, cutting torchman (electric & acetylene), men setting lines to level forms, form setters, gunite nozzle man & sandblasting nozzle man, power man, and rip-rapping by hand.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working

forepersons, and dispatchers. Five axle or more combination units.

- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

- Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.
- Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.
- Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo,

and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving;

Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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

Knox County Prevailing Wage for February 2011

Trade Name		TYP C		FRMAN *M-F>8			•	Pensn	Vac	Trng
ACDECTOR ADT CEN	==			===== ==== 27.380 1.5						0 000
ASBESTOS ABT-GEN ASBESTOS ABT-GEN		BLD HWY	26.380	25.090 1.5		2.0	7.590	9.060 8.550	0.000	0.800
ASBESTOS ABT-MEC		BLD		20.750 1.5			5.750		0.000	
BOILERMAKER		BLD		37.170 2.0			6.820			0.350
BRICK MASON		BLD		32.130 1.5	1.5	2.0	6.900	8.580	0.000	0.500
CARPENTER		BLD	28.890	31.140 1.5	1.5	2.0	7.250	11.15	0.000	0.320
CARPENTER		HWY		32.080 1.5	1.5	2.0		11.58		
CEMENT MASON		ALL		25.590 1.5				9.940		
CERAMIC TILE FNSHER		BLD	28.320	0.000 1.5				8.580		
ELECTRIC PWR EQMT OP ELECTRIC PWR GRNDMAN		ALL ALL	34.080 23.380	0.000 1.5 0.000 1.5			4.750	9.540 6.550	0.000	
ELECTRIC PWR GRNDMAN ELECTRIC PWR LINEMAN		ALL		40.300 1.5				10.61		
ELECTRIC PWR TRK DRV		ALL	24.530	0.000 1.5			4.750		0.000	
ELECTRICIAN		BLD	29.710	32.210 1.5	1.5	2.0		8.870		0.250
ELECTRONIC SYS TECH		BLD	27.060	28.810 1.5	1.5	2.0	5.250	8.810	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD	39.100	43.990 2.0	2.0	2.0	10.53	10.71	2.350	0.000
GLAZIER		BLD	27.020	27.770 1.5				5.750		0.500
HT/FROST INSULATOR		BLD	28.860	30.060 1.5		2.0		11.70		
IRON WORKER		ALL BLD		29.330 1.5 31.140 1.5				10.07 10.51		
IRON WORKER IRON WORKER		HWY		34.340 1.5				10.51		
IRON WORKER		ALL		25.250 1.5					0.000	
LABORER	٠.,	BLD		26.380 1.5		2.0	7.590		0.000	
LABORER		HWY	23.590	24.090 1.5	1.5	2.0	7.590	8.550	0.000	0.800
LABORER, SKILLED		BLD	25.380	26.380 1.5	1.5	2.0	7.590	9.060		0.800
LABORER, SKILLED		HWY		24.390 1.5		2.0	7.590			0.800
LATHER		BLD		31.140 1.5				11.15		
MACHINERY MOVER	SE	HWY		34.340 1.5				10.51		
MACHINIST MARBLE FINISHERS		BLD BLD	28.320	45.160 1.5 0.000 1.5			6.900	8.700	0.000	
MARBLE MASON		BLD		31.330 1.5		2.0		8.580	0.000	
MILLWRIGHT		BLD		31.890 1.5		2.0		10.74		
MILLWRIGHT		HWY	30.820	33.070 1.5	1.5	2.0	7.250	11.09	0.000	0.320
OPERATING ENGINEER		BLD 1	31.590	34.590 1.5	1.5	2.0	7.000	10.80	0.000	1.800
OPERATING ENGINEER		BLD 2	29.440	34.590 1.5		2.0			0.000	
OPERATING ENGINEER		BLD 3		34.590 1.5	1.5			10.80		1.800
OPERATING ENGINEER			33.000					10.80		
OPERATING ENGINEER OPERATING ENGINEER				36.000 1.5 36.000 1.5				10.80		
PAINTER		ALL		27.370 1.5				6.100		
PAINTER OVER 30FT		ALL		28.620 1.5				6.100		
PAINTER PWR EQMT		ALL		27.870 1.5				6.100		
PILEDRIVER		BLD	29.390	31.640 1.5	1.5	2.0	7.250	11.15	0.000	0.320
PILEDRIVER		HWY		33.080 1.5				11.58		
PIPEFITTER		ALL		38.170 1.5				10.48		
PLASTERER		BLD		28.250 1.5				12.33		
PLUMBER ROOFER		ALL BLD		38.170 1.5 25.530 1.5				10.48 5.120		
SHEETMETAL WORKER		BLD		30.820 1.5				9.460		
SIGN HANGER	SE	HWY		34.340 1.5				10.51		
SPRINKLER FITTER	-	BLD		38.890 1.5				6.550		
STEEL ERECTOR	SE	HWY	32.340	34.340 1.5	1.5	2.0	8.140	10.51	0.000	0.370
STONE MASON		BLD		32.130 1.5				8.580		
TERRAZZO FINISHER		BLD	28.320	0.000 1.5				8.580		
TERRAZZO MASON		BLD		31.330 1.5				8.580		
TILE MASON TRUCK DRIVER		BLD AT.T. 1	29.480	31.330 1.5 0.000 1.5				8.580 4.347		
TRUCK DRIVER			29.400					4.347		
								,,		

TRUCK DRIVER	ALL 3 30.1	10 0.000	1.5 1	.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 4 30.3	70 0.000	1.5 1	.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	ALL 5 31.1	60 0.000	1.5 1	.5 2.0	9.650	4.347	0.000	0.250
TRUCK DRIVER	O&C 1 23.5	80 0.000	1.5 1	.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	O&C 2 23.9	20 0.000	1.5 1	.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	O&C 3 24.0	90 0.000	1.5 1	.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	O&C 4 24.3	0.000	1.5 1	.5 2.0	9.050	4.347	0.000	0.250
TRUCK DRIVER	O&C 5 24.9	30 0.000	1.5 1	.5 2.0	9.050	4.347	0.000	0.250
TUCKPOINTER	BLD 30.6	30 32.130	1.5 1	.5 2.0	6.900	8.580	0.000	0.500

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

KNOX COUNTY

IRONWORKERS (SOUTHWEST) - That part of the county West of Rt. 41.

IRONWORKERS (SOUTHEAST) - That part of the county South and East of a line from Tolona (Stark County) North of Victoria to (but excluding) Galesburg looping East and South of the city to Rt. 41 South to the county line.

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ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

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

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking,

stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators,

paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.
- Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E -Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump -Operator will clean; Formless Finishing Machine; Flaherty Spreader or

similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive -Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop -Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps

(Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

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