

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

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

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

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

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL RELATED FAILURES.***

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

RETURN WITH BID

13

Proposal Submitted By
Name
Address
City

Letting July 31, 2009

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

**NOTICE TO PROSPECTIVE BIDDERS**

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

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 62980  
COOK County  
Section 1717I-9  
District 1 Construction Funds  
Route FAI 94**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

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Checked by

(Printed by authority of the State of Illinois)

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## INSTRUCTIONS

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

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

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

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

Questions Regarding	Call
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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_ a

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

**Contract No. 62980  
COOK County  
Section 1717I-9  
Route FAI 94  
District 1 Construction Funds**

**Construction of fluted knee wall along I-94 (Dan Ryan Expressway) on LaFayette Avenue from 85th Street to 83rd Street in Chicago.**

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

**RETURN WITH BID**

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

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

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

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

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

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

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

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

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 62980

State Job # - C-91-238-05  
 PPS NBR - 1-74823-1612  
 County Name - COOK- -  
 Code - 31 - -  
 District - 1 - -  
 Section Number - 17171-9

Project Number

Route  
FAI 94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX104800	COMB CC&G TBV.12	FOOT	52.000				
X0322256	TEMP INFO SIGNING	SQ FT	52.000				
X0324640	FLUTED KNEEWALL	FOOT	1,356.000				
X0324864	DRAIN CONNECTIONS	FOOT	20.000				
X0326143	FLUTED KNEEWALL SPL	FOOT	48.000				
X0326144	TAC/DET WARNING SURFC	SQ FT	8.000				
X0326311	REL EX SIGN PANEL SP	EACH	3.000				
X2500322	SEEDING CL 5A MOD	ACRE	0.250				
X6065740	CONC MED SURF 5 MOD	SQ FT	94.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
20100110	TREE REMOV 6-15	UNIT	58.000				
20100210	TREE REMOV OVER 15	UNIT	96.000				
20101000	TEMPORARY FENCE	FOOT	56.000				
20200100	EARTH EXCAVATION	CU YD	300.000				
20201200	REM & DISP UNS MATL	CU YD	340.000				

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Project Number

Route  
 FAI 94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
21101615	TOPSOIL F & P 4	SQ YD	439.000				
21101645	TOPSOIL F & P 12	SQ YD	669.000				
21101825	COMPOST F & P 6	SQ YD	669.000				
25000210	SEEDING CL 2A	ACRE	0.250				
25000400	NITROGEN FERT NUTR	POUND	10.000				
25000500	PHOSPHORUS FERT NUTR	POUND	10.000				
25000600	POTASSIUM FERT NUTR	POUND	10.000				
25001800	SEEDING CL 4 MOD	ACRE	0.250				
25100630	EROSION CONTR BLANKET	SQ YD	1,108.000				
25200200	SUPPLE WATERING	UNIT	72.000				
28000510	INLET FILTERS	EACH	12.000				
40601005	HMA REPL OVER PATCH	TON	8.000				
42001300	PROTECTIVE COAT	SQ YD	40.000				
42400200	PC CONC SIDEWALK 5	SQ FT	151.000				
44000500	COMB CURB GUTTER REM	FOOT	52.000				



ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 62980

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 PPS NBR - 1-74823-1612  
 County Name - COOK- -  
 Code - 31 - -  
 District - 1 - -  
 Section Number - 17171-9

Project Number

Route  
FAI 94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44000600	SIDEWALK REM	SQ FT	104.000				
44002212	HMA RM OV PATCH 3	SQ YD	42.000				
44004250	PAVED SHLD REMOVAL	SQ YD	95.000				
44201345	CL C PATCH T3 9	SQ YD	33.000				
50200100	STRUCTURE EXCAVATION	CU YD	17.000				
50300225	CONC STRUCT	CU YD	8.000				
50300300	PROTECTIVE COAT	SQ YD	28.000				
50800205	REINF BARS, EPOXY CTD	POUND	1,140.000				
60202505	CB TA 4D T1FOL (CHGO)	EACH	2.000				
60255500	MAN ADJUST	EACH	1.000				
60500050	REMOV CATCH BAS	EACH	2.000				
60500060	REMOV INLETS	EACH	2.000				
60600605	CONC CURB TB	FOOT	13.000				
63200310	GUARDRAIL REMOV	FOOT	57.000				
66410400	CH LK FENCE REM & RE	FOOT	1,436.000				





## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **C. Educational Loan**

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

### **E. International Anti-Boycott**

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

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

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

### **F. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

### **G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

### **H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

### **I. Addenda**

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

### **J. Section 42 of the Environmental Protection Act**

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

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

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

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

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

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



## RETURN WITH BID

### **M. Disclosure of Business Operations in Iran**

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.

### **N. 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.

RETURN WITH BID

**Illinois Department of Transportation  
Qualification and Equipment Inventory  
Certification Form**

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

Bidding Organization

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Signature

Date

---

Printed Name

Title

---

Address

---

City/State

Zip Code

---

Telephone

Facsimile

---

E-mail

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

RETURN WITH BID

**PART I**  
**Business and Directory Information**

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

**RETURN WITH BID**

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

(p) Business web site: \_\_\_\_\_

(q) Is this business currently prequalified by the Department of Transportation? If yes, list all work ratings issued: \_\_\_\_\_  
\_\_\_\_\_

(r) Has this business performed contracts awarded by the Department as prime contractor? If yes, list the three most recent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(s) Has this business participated as a subcontractor under contracts awarded by the Department? If yes, list the three most recent identifying the prime contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RETURN WITH BID

**PART II  
References**

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

(1) Government Agency (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(2) Governmental Agency (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(3) Private Firm (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_

(4) Private Firm (Name): \_\_\_\_\_  
Contact Person Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_  
Types of services provided and dates provided: \_\_\_\_\_  
\_\_\_\_\_



RETURN WITH BID

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

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

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

\_\_\_\_\_

DHR Public Contracts Number: \_\_\_\_\_

(Check if applicable) The number is not required because the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this invitation.

IF NUMBER HAS NOT YET BEEN ISSUED:

Date completed application was submitted to DHR: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

RETURN WITH BID

**PART V**  
**Taxpayer Identification Number**

I certify that:

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

**Name (Printed):** \_\_\_\_\_

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_

or

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

Individual

Governmental

Sole Proprietorship

Estate or Trust

Partnership/Legal Corporation

Other \_\_\_\_\_

Tax-exempt



RETURN WITH BID

**PART VI**  
**Information Regarding Terminations,**  
**Litigation, Suspension and Debarment**

1. During the last five (5) years, has the Bidder had a contract for services terminated for any reason? \_\_\_\_\_ If so, provide full details related to the termination. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. During the last (5) years, describe any damages or penalties or anything of value traded or given up by the Bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this invitation and the contemplated Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Bidder. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Bidder to perform the required services. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Bidder on behalf of others? \_\_\_\_\_  
If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO BE RETURNED WITH BID**

**IV. DISCLOSURES**

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

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

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

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

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

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

**C. Disclosure Form Instructions**

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

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

**CERTIFICATION STATEMENT**

<b>I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.</b>		
_____ (Bidding Company)		
<input type="checkbox"/>	_____ Signature of Authorized Representative	_____ Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$106,447.20? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$106,447.20 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$106,447.20? YES \_\_\_ NO \_\_\_

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

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

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

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

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

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

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

**D. Bidders Submitting More Than One Bid**

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item \_\_\_\_\_ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$106,447.20 (60% of the Governor's salary as of 7/1/07). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

**FOR INDIVIDUAL (type or print information)**

**NAME:** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**Type of ownership/distributable income share:**

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID/OFFER**

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

Yes \_\_\_ No \_\_\_

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
  
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60 % of the Governor's salary as of 7/1/07) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_  
\_\_\_\_\_
  
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_ No \_\_\_
  
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$106,447.20, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID/OFFER**

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

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

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

**APPLICABLE STATEMENT**

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

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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





**RETURN WITH BID**

**Contract No. 62980  
COOK County  
Section 1717I-9  
Route FAI 94  
District 1 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

**RETURN WITH BID**

**Contract No. 62980  
COOK County  
Section 1717I-9  
Route FAI 94  
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

(IF A CORPORATION)  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
Corporate Name \_\_\_\_\_  
By \_\_\_\_\_ Signature of Authorized Representative  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_ Signature  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A JOINT VENTURE)  
Corporate Name \_\_\_\_\_  
By \_\_\_\_\_ Signature of Authorized Representative  
Typed or printed name and title of Authorized Representative \_\_\_\_\_  
Attest \_\_\_\_\_ Signature  
Business Address \_\_\_\_\_  
\_\_\_\_\_

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

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



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

PRINCIPAL SURETY
(Company Name) (Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

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

Electronic Bid Bond ID# Company/Bidder Name Signature and Title

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

## **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## 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. 62980  
COOK County  
Section 1717I-9  
Route FAI 94  
District 1 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., July 31, 2009. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 62980  
COOK County  
Section 1717I-9  
Route FAI 94  
District 1 Construction Funds**

**Construction of fluted knee wall along I-94 (Dan Ryan Expressway) on LaFayette Avenue from 85th Street to 83rd Street in Chicago.**

- 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,  
Acting Secretary

INDEX  
 FOR  
 SUPPLEMENTAL SPECIFICATIONS  
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2009

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
201	Clearing, Tree Removal and Protection .....	1
205	Embankment .....	2
251	Mulch .....	3
253	Planting Woody Plants .....	4
280	Temporary Erosion Control .....	6
443	Reflective Crack Control Treatment .....	7
502	Excavation for Structures .....	10
503	Concrete Structures .....	11
504	Precast Concrete Structures .....	12
505	Steel Structures .....	13
540	Box Culverts .....	14
581	Waterproofing Membrane System .....	15
633	Removing and Reerecting Guardrail and Terminals .....	16
669	Removal and Disposal of Regulated Substances .....	17
672	Sealing Abandoned Water Wells .....	18
701	Work Zone Traffic Control and Protection .....	19
733	Overhead Sign Structures .....	20
783	Pavement Marking and Marker Removal .....	21
801	Electrical Requirements .....	22
805	Electrical Service Installation – Traffic Signals .....	23
836	Pole Foundation .....	24
838	Breakaway Devices .....	25
862	Uninterruptable Power Supply .....	26
873	Electric Cable .....	28
878	Traffic Signal Concrete Foundation .....	30
1004	Coarse Aggregates .....	31
1008	Structural Steel Coatings .....	32
1010	Finely Divided Materials .....	33
1020	Portland Cement Concrete .....	34
1022	Concrete Curing Materials .....	43
1024	Nonshrink Grout .....	44
1042	Precast Concrete Products .....	45
1062	Reflective Crack Control System .....	47
1069	Pole and Tower .....	49
1074	Control Equipment .....	52
1076	Wire and Cable .....	57
1081	Materials for Planting .....	58
1083	Elastomeric Bearings .....	60
1094	Overhead Sign Structures .....	61
1101	General Equipment .....	62
1102	Hot-Mix Asphalt Equipment .....	63
1106	Work Zone Traffic Control Devices .....	64



RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1	65
2	67
3	68
4	78
5	83
6	88
7	89
8	90
9	91
10	94
11	97
12	99
13	103
14	105
15	106
16	108
17	109
18	111
19	112
20	113
21	117
22	119
23	121
24	123
25	124
26	125
27	126
28	127
29	128
30	129
31	137
32	149
33	150

## TABLE OF CONTENTS

LOCATION OF PROJECT .....	1
DESCRIPTION OF PROJECT .....	1
MAINTENANCE OF ROADWAYS .....	1
STATUS OF UTILITIES TO BE ADJUSTED .....	2
LANE CLOSURE RESTRICTIONS .....	2
KEEPING THE EXPRESSWAY RAMP OPEN TO TRAFFIC.....	3
CONTRACTOR COOPERATION .....	4
COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS .....	4
ADVANCED PUBLIC NOTIFICATION.....	6
CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED .....	6
COMBINATION CURB AND GUTTER, TYPE B-V.12 .....	7
COMBINED SEWER.....	7
COMPOST FURNISH AND PLACE .....	12
CONCRETE MEDIAN SURFACE, 5" (MODIFIED) .....	13
CONTRACTOR'S DAILY WORK SCHEDULE .....	14
CONTRACTOR OFF-STREET PARKING RESTRICTION .....	14
FLUTED KNEE WALL.....	14
FLUTED KNEE WALL, SPECIAL .....	15
RELOCATE EXISTING SIGN PANEL, SPECIAL.....	15
RUSTICATION FINISH FOR FLUTED KNEE WALLS .....	16
SEEDING, CLASS 4 (MODIFIED) WOODLAND GRASSES AND SEEDING .....	17
SEEDING, CLASS 5A (MODIFIED) WOODLAND WILDFLOWERS .....	17
SUPPLEMENTAL WATERING.....	19
TACTILE/DETECTABLE WARNING SURFACE .....	20
TEMPORARY INFORMATION SIGNING .....	27
TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS).....	28
TRAFFIC CONTROL PLAN .....	29
WORK ZONE TRAFFIC CONTROL (LUMP SUM PAYMENT) .....	30
APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS INSIDE ILLINOIS STATE BORDERS (BDE) .....	30
COMPLETION DATE (VIA CALENDAR DAYS) (BDE) .....	31
CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE) .....	31
CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE).....	32
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE) .....	33
EQUIPMENT RENTAL RATES (BDE).....	41
LIQUIDATED DAMAGES (BDE).....	42

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT  
CONTROL DEFICIENCY DEDUCTION (BDE) ..... 42  
PAYMENTS TO SUBCONTRACTORS (BDE) ..... 43  
PAYROLLS AND PAYROLL RECORDS (BDE) ..... 44  
PERSONAL PROTECTIVE EQUIPMENT (BDE) ..... 45  
REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE) ..... 46  
SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE) ..... 46  
STORM WATER POLLUTION PREVENTION PLAN..... 48

**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to the construction of FAI Route 94 (I-94 Dan Ryan Expressway), Section 1717 I-9, in Cook County, Contract 62980, and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

F.A.I. Route 94 (Dan Ryan / Bishop Ford / I-57 Expressways)  
Section: 1717 I-9  
County: Cook  
Contract: 62980 (26D)

**LOCATION OF PROJECT**

The Project begins at the north end of Wall AIS#3 north of W. 85<sup>th</sup> Street, and extends northerly along the east side of Lafayette Avenue to approximately 265' north of W. 83<sup>rd</sup> Street, merging onto South End of Wall #40. The total length of the project is 0.29 mile (1538 ft).

**DESCRIPTION OF PROJECT**

The work consists of the removal of paved shoulder, trees and the removal and reinstallation of chain link fence. The proposed improvement consists of constructing fluted knee wall along Lafayette Avenue. All other items necessary to complete this work are included in the plans.

**MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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

**STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987                      Revised: July 1, 1994

Utility companies involved in this project have provided the following:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
COM ED	Service Feed to IDOT Cabinet.	83 <sup>rd</sup> Street Sta. 1287+48	Contractor to Hand Dig when excavating.
IDOT Electrical	Buried ducts in Dan Ryan Side Slope.	Along Lafayette from 85 <sup>th</sup> to 83 <sup>rd</sup> Street.	No conflict anticipated. Contractor to use caution when excavating.
CITY OF CHICAGO - DOWM - SEWER	84" RCP SEWER AND 3-48" BARREL SEWERS	84 <sup>th</sup> Street Stat. 1279+33	No conflict anticipated.
CITY OF CHICAGO - DOWM - SEWER	36" RCP SEWER AND	83 <sup>rd</sup> Street Sta. 1265+38	No conflict anticipated.

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

**LANE CLOSURE RESTRICTIONS**

Temporary lane closures will not be permitted during the hours of 6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 6:00 p.m. Monday through Friday along South Lafayette Avenue.

Lane closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs shall be taken down within one-half (1/2) hour after the closure is removed.

Failure to Open Traffic Lanes to Traffic: Should the Contractor fail to completely open and keep open all the traffic lanes to traffic in accordance with the limitations specified above, the Contractor shall be liable and shall pay to the Department the amount of \$250 per lane blocked, not as a penalty but as liquidated and ascertained damages, for each and every 15-minute interval or a portion thereof that a lane is blocked outside the allowable time limitations. The Department may deduct such damages from any monies due the Contractor. These damages shall apply during the period governed by guaranteed working days and any extensions of that Contract time.

**KEEPING THE EXPRESSWAY RAMP OPEN TO TRAFFIC**

Whenever work is in progress on or adjacent to an expressway ramp, the Contractor shall provide the necessary traffic control devices to warn the public and to delineate the work zone as required in these Special Provisions, the Standard Specifications, the State Standards and the District Freeway details. All Contractors' personnel shall be limited to these barricaded work zones and shall not cross the expressway ramp.

The Contractor shall request and gain approval from the Illinois Department of Transportation's Expressway Traffic Operations Engineer (847-705-4151) twenty-four (24) hours in advance of all daily partial ramp closures and seventy-two (72) hours in advance of all permanent and weekend partial ramp closures in District One. This advance notification is calculated based on a work week of Monday through Friday and shall not include weekends or holidays.

**LOCATION: I-94 Dan Ryan (29th to 95<sup>th</sup>)**

Stationary partial ramp closures will only be permitted during the hours listed below:

WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE CLOSURE HOURS	
		INBOUND	OUTBOUND
Sunday thru Thursday	Temporary Partial	8:00 p.m. - 5:00 a.m.	9:00 p.m. - 6:00 a.m.
Friday	Ramp	8:00 p.m. (Fri) - 6:00 a.m. (Sat)	9:00 p.m. (Fri) - 7:00 a.m. (Sat)
Saturday	Closures	8:00 p.m. (Sat) - Noon. (Sun)	9:00 p.m. (Sat) - 9:00 a.m. (Sun)

IN ADDITION TO THE HOURS NOTED ABOVE, TEMPORARY PARTIAL RAMP CLOSURES ARE ALLOWED WEEKDAYS BETWEEN 9:00 A.M. AND 3:00 P.M.

Partial ramp closures **will not** be allowed between December 1<sup>st</sup> and March 1<sup>st</sup>.

All closures shall be removed during adverse weather conditions such as rain, snow, and/or fog and as determined by the Engineer.

Additional restrictions may have to be imposed to facilitate the flow of traffic to and from major sporting events and/or other events.

All partial ramp closure signs shall not be erected any earlier than one-half (1/2) hour before the starting hours listed above. Also, these signs shall be taken down within one-half (1/2) hour after the closure is removed.

Private vehicles shall not be parked in the work zone. Contractor's equipment and/or vehicles shall not be parked on the shoulders or in the median during non-working hours. The parking of equipment and/or vehicles on State right-of-way will only be permitted at the locations approved by the Engineer.

## CONTRACTOR COOPERATION

The Contractor's attention is directed to the fact that other separate contracts may be under construction during the duration of this Contract and that the Contractor shall be governed by Article 105.08 of the Standard Specifications.

The Contractor shall coordinate proposed project start dates and sequence of construction with the Engineer and other Contractors to present an effective and timely schedule for successful completion of the project.

No additional compensation will be allowed the Contractor for the above requirements or for any delays or inconvenience resulting from the activities of other contractors.

## COORDINATION WITH ADJACENT AND/OR OVERLAPPING CONTRACTS

This Contract abuts and /or overlaps with other concurrent Contracts as listed below. Each Contract includes work items requiring close coordination between the Contractors regarding the sequence and timing for the execution of such work items.

### **NB ROADSIDE EMBANKMENT LANDSCAPING, Contract 60A72 (Dan Ryan Contract 22A)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
NB 31 <sup>st</sup> to I-57/BF Interchange	June 2008	November 2010

### **SB ROADSIDE EMBANKMENT LANDSCAPING, Contract 60A73 (Dan Ryan Contract 22B)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
SB 31 <sup>st</sup> to I-57/BF Interchange	June 2008	November 2010

### **GATEWAY AT 95<sup>TH</sup> STREET, Contract 60A74 (Dan Ryan Contract 22C)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
At 95 <sup>th</sup> Street	November 2008	May 2010

### **GATEWAY AT 87<sup>TH</sup> STREET, Contract 60A75 (Dan Ryan Contract 22D)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
At 87 <sup>th</sup> Street	November 2008	May 2010

### **GATEWAY AT 79<sup>TH</sup> STREET, Contract 60A76 (Dan Ryan Contract 22E)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
At 79 <sup>th</sup> Street	November 2008	May 2010

### **MEDIAN PLANTERS, Contract 62934 (Dan Ryan Contract 17G)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
Along 76 <sup>th</sup> , 75 <sup>th</sup> , and 67 <sup>th</sup> Streets	April 2008	June 2009

### **FLUTED KNEE WALL ALONG STATE STREET, Contract 62971 (Dan Ryan Contract 25B)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
94 <sup>th</sup> ST to 89 <sup>th</sup> ST	January 2009	August 2009

**FLUTED KNEE WALL ALONG STATE STREET, Contract 62972 (Dan Ryan Contract 25C)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
89 <sup>th</sup> ST to 87 <sup>th</sup> ST	January 2009	July 2009

**FLUTED KNEE WALL ALONG STATE STREET, Contract 62973 (Dan Ryan Contract 25D)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
86 <sup>th</sup> ST to 83 <sup>rd</sup> ST	January 2009	October 2009

**FLUTED KNEE WALL ALONG STATE STREET, Contract 62974 (Dan Ryan Contract 25E)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
77 <sup>th</sup> ST to 75 <sup>th</sup> ST	March 2009	November 2009

**FLUTED KNEE WALL ALONG STATE STREET, Contract 62975 (Dan Ryan Contract 25F)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
75 <sup>th</sup> ST to 71 <sup>st</sup> ST	March 2009	November 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE., Contract 62977 (Dan Ryan Contract 26A)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
S. La Salle ST to 95 <sup>th</sup> ST	March 2009	November 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE., Contract 62978 (Dan Ryan Contract 26B)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
N. End Wall 37 S. End Wall 38	March 2009	November 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE., Contract 62980 (Dan Ryan Contract 26C)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
85 <sup>th</sup> ST to 83 <sup>rd</sup> ST	January 2009	July 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE., Contract 62981 (Dan Ryan Contract 26E)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
End Wall 42 to Begin. Wall 74	January 2009	September 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE., Contract 62982 (Dan Ryan Contract 26F)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
71 <sup>st</sup> ST to 74 <sup>th</sup> ST	March 2009	November 2009

**FENCING ON NB FLUTED KNEE WALLS, Contract 60A01 (Dan Ryan Contract 33)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
Fluted Knee Walls at Various Locations	March 2009	November 2009

**FENCING ON SB FLUTED KNEE WALLS, Contract 60A02 (Dan Ryan Contract 34)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
Fluted Knee Walls at Various Locations	March 2009	November 2009



**FENCING ON SB & NB FLUTED KNEE WALLS, Contract 60A07 (Dan Ryan Contract 39)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
Fluted Knee Walls at Various Locations	June 2009	November 2009

**ADVANCED PUBLIC NOTIFICATION**

The Contractor shall provide notice to the public a minimum of 14 days in advance of any work that requires the closure of any frontage road lanes or ramps through the use of a changeable message sign or temporary information signing. Permanent mainline lane closures will not be allowed.

**CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED**

Description: This work shall be performed in accordance with applicable portions of Section 664 of the Standard Specifications except as herein modified. The work will consist of removing, safeguarding and re-erecting the existing chain link fence at the locations shown on the plans.

General Requirements: The existing chain link fence shall be removed and re-erected away from the proposed work area as shown on the plans or as directed by the Engineer. The Contractor shall ensure that the fence is firmly in place to the satisfaction of the Engineer. Any new hardware, fasteners, fence posts, foundations and other appurtenances necessary to re-erect the fence shall be included in the unit price for this item. Storage of the fence is not expected.

If sufficient hardware or posts, fabrics or any parts are not salvageable, the Contractor shall provide new necessary materials of a similar quality, style and color to the existing chain link fence, acceptable to the Engineer, at no additional cost to the Department. Samples of proposed replacement material are to be submitted for approval by the Engineer prior to ordering or installation.

Surplus or excess fence and fence material determined by the Engineer to not be necessary for the contract shall become property of the Contractor and legally disposed of off Site.

Method of Measurement: Chain link fence to be removed and re-erected will be measured in linear foot, in place at the new, re-erected location. Surplus or excess fence will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per linear foot for CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED, which price shall be payment in full for all labor, tools, equipment and materials necessary to remove and re-erect the existing chain link fence as herein specified.

## **COMBINATION CURB AND GUTTER, TYPE B-V.12**

Description: This work shall be constructed in accordance with Section 606 of the Standard Specifications, State Standard 606001, special drawings in the plans, and to the lines, grades and cross sections shown on the plans and as directed by the Engineer.

Curb height for this item shall vary to match the adjacent curb heights where this item meets existing curb.

Measurement and Payment: The work shall be measured for payment at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12, which price shall be considered payment in full to perform the work as specified.

## **COMBINED SEWER**

Description. This Work shall consist of constructing Combined Sewer of the type and size specified, as shown on the Plans or directed by the Engineer.

Project Conditions. Ground water and sand are expected to be encountered during excavation for sewers.

### Materials

#### a) Pipe and Fittings:

- 1) Pipe for Combined Sewers, Type 1: Combined Sewers, Type 1 shall be constructed of ductile iron pipe and fittings conforming to ANSI A21.51, Class 2 Specification, with 0.33 inch wall thickness and have a push on type bell end.

Where less than 3 feet of cover exists, ductile iron pipe shall be used at no increase in cost unless a separate item is provided for ductile iron pipe of the diameter required.

- 2) Pipe for Combined Sewers, Type 2, 3 and 4: Combined Sewers, Types 2, 3 and 4, less than 24 inch diameter shall be vitrified clay socket pipe conforming with the specifications for Extra Strength Vitrified Clay Pipe, conforming to ASTM C700. Combined Sewers 24 inch and larger shall be constructed of reinforced concrete pipe conforming to Section 1042.03 of the Standard Specifications. The class of pipe required for Combined Sewers 24" and larger shall be according to Table IIB in Section 542 of the Standard Specifications, except that the minimum class of pipe allowed shall be Class III.

- #### b) Catch Basin and Inlet Connections: Catch basin connections shall be 8-inch pipe of the type and quality specified herein.

Inlet connections shall be 8-inch Ductile Iron Pipe.

c) Joints:

- 1) Joints for ductile iron pipe shall be push-on type and approved by the Engineer.
- 2) Joints for vitrified clay pipe shall conform to ASTM C425 Compression Joints for Vitrified Clay bell and spigot pipe.
- 3) Joints for reinforced concrete pipe shall be rubber gasketed and sealed inside and outside with concrete mortar. Each length of pipe shall be provided with bell and spigot or tongue and groove ends of concrete formed on machined rings to insure accurate joint surfaces. The theoretical diameter and the actual diameters of the contact surfaces shall not vary more than 1/16 inch. Each spigot or tongue shall be recessed to accommodate either a round rubber gasket or other confined, compression-type rubber gasket.

The rubber gaskets shall be continuous, precision molded gaskets manufactured from a compound containing a basic polymer of not less than 50%, by volume, of neoprene and shall contain no vulcanized vegetable oil, reclaimed rubber of any deleterious substance and shall be the product of a manufacturer having at least 5 years experience in the manufacture of rubber gaskets for sewer pipe joints. Circular gaskets shall be of sufficient cross-sectional area and volume so that when the joint is assembled, the gasket will be compressed to form a water-tight seal. Gaskets shall be extruded or molded and cured in such a manner that any cross-section will be dense, homogenous and free from porosity, blisters, pitting, and other imperfections. The gaskets shall be molded or extruded to the tolerance as specified. All gaskets shall be manufactured within a tolerance of plus or minus 1/64 inch on any dimension measured at any cross section. The physical properties of the rubber gaskets shall conform to ASTM C443M-98. Prior to constructing any combined sewer, the Contractor must submit to the Engineer for approval, detailed drawings of the pipe and pipe joint to be furnished and placed under this Contract, including the dimensions of the rubber gasket and the joint in the assembled pipe position. The gaskets shall be seated on the pipe in accordance with the manufacture's specifications and the ends of the pipe and the gaskets shall be kept clean and free from damage until the joint has been made.

- d) Bedding: The pipe foundation shall be bedding material consisting of gravel, crushed gravel, or crushed stone, having a CA-11 gradation and conforming to the applicable portions of Section 1004 of the Standard Specifications. Place at least 4 inches in depth below the pipe so that at least the lower half of the pipe will be uniformly supported for its entire length. The cost of furnishing, placing and compacting bedding material will be included for the bid price for COMBINED SEWERS, of the type and size specified.
- e) Brick and Mortar: Brick shall be Grade S.W. Building Brick. Mortar shall be as specified for Brick Masonry under Article 602.05 of the Standard Specifications.

Construction Requirements.

- a) General Requirements: Work under these items shall be performed in accordance with Section 550 of the Standard Specifications and Standard Specification for Sewer Construction, Chicago Department of Water Management (CDOWM), except as herein modified. In case of discrepancies, the CDOWM Specifications shall govern over Section 550 of the Standard Specifications.

No cracked, broken or otherwise defective lengths of pipe shall be used in the work. All pipe and fittings shall be reinspected for soundness and damage due to handling immediately before being laid, and any pipe not conforming to the requirements of this Special Provision shall be rejected and removed immediately from the site of the work.

- b) Dewatering: Trenches shall be kept as free as practicable from excess water until the mortar in the joints has sufficiently hardened.
- c) Sheeting and Bracing: Install sheeting and bracing to support the walls of the trench where soil, groundwater and trench depth so require. Where support is necessary, install sheeting and bracing for the full depth of the trench.
- d) Installation: Each length of pipe shall be laid to the required line and grade on a firm, even embedment as described in Article 206.5 of the CDOWM Specifications and as shown on the Plans, with the groove end up-grade. After the gasketed pipe is lowered into position, it shall be drawn home by use of a winch and cable so as to be in proper alignment. The Contractor must prevent excessive movement of the pipe when partially or completely home so as not to displace the rubber gasket or damage the pipe spigot or bell.

Seal all joints in reinforced concrete pipe sewers with portland cement mortar applied to the joint and finished smooth on the entire circumference of pipe on the inside and, so far as practicable, on the outside circumference. All foreign materials and excess mortar shall be removed from the inside of the sewer as pipe laying progresses.

Whenever pipe laying is discontinued, the unfinished end of the sewer shall be protected from displacement and cave-in or other injury and a suitable stopper or dam shall be placed in the end of the sewer.

- e) Disposal of Excavated Material: Unless otherwise directed by the Engineer, all excavated material not needed on the work site shall be legally disposed of beyond the limits of the improvement within 24 hours in accordance with Section 202.03 of the Standard Specifications.
- f) Connections to Existing and Proposed Sewers: Where a combined sewer or drain connection is to be made to a proposed ESVCP combined sewer, a manufactured Y or T branch shall be installed in the sewer at this junction. Where a combined sewer or drain

connection is to be made to a proposed RCP combined sewer a pipe section with a predrilled hole of the proper diameter shall be installed at this junction. The junction of the proposed combined sewers shall be constructed as shown in the details in the plans.

Where a combined sewer or drain connection is to be made to proposed RCP sewer, tapered holes shall be so formed that the drain connection will enter the sewer at an angle of approximately 90 degrees with the axis of the sewer. Whenever the diameter of a preformed tapered hole is equal to or exceeds 50% of the diameter of the pipe, additional reinforcement steel satisfactory to the Engineer shall be placed around the hole. Pipe sections shall not be less than 4 feet or more than 8 feet long unless otherwise approved by the Engineer. The work shall be carefully planned with regard to the matching of pipe openings to existing drain locations and the cutting of pipes for connections will be permitted in special cases, and where permitted, shall be done in a manner satisfactory to and approved by the Engineer. If preformed tapered holes have not been provided for the connection of the drains and for future drain connections, the Contractor must make circular cored openings in the sewer pipe.

When a combined sewer or drain connection is to be made to an existing sewer, a "T" or "Y" saddle shall be installed per the details contained in the plans. The circular opening in the existing combined sewer shall be core drilled to the same size as the external diameter of the proposed combined sewer or drain connection. The protrusion of the proposed sewer into the existing sewer shall not exceed a maximum of 1-inch. Edge of core holes shall be a minimum of 1.5 feet from the edge of pipe and a minimum distance of 5 feet horizontally between holes. Holes shall not be drilled higher than the 10 and 2 o'clock positions.

The joint between the existing combined sewer and the proposed combined sewer shall be completely sealed with brick and mortar as shown in the details contained in the plans.

If the existing sewer pipe is cracked, broken or otherwise damaged by the Contractor in making this cored opening, the Contractor must replace this section of pipe with a pipe equal to and similar in all respects to the pipe of the existing sewer. The Contractor must do this Work in a careful, manner without extra compensation, and so as not to disturb the adjoining sections of existing pipe. The junction of the proposed and existing sewers shall be constructed as shown in the details contained in the plans.

- g) Maintenance of Sewer Flow: Flow in the sewers shall not be interrupted unless adequate provisions, approved by the Engineer, are made to continue service. A temporary flume pipe shall be installed at the end of each day between the existing and proposed sewers at locations where an existing sewer is being replaced.
- h) Preventing Debris from Entering Sewers: Care must be taken to prevent mud, sand or other obstructing materials from entering the sewer. All such materials which enter the sewer must be removed and the sewer left clean and unobstructed upon completion of

the work. This shall include all debris created in making the circular opening in existing sewers for purposes of combined sewer connections and all materials employed to seal the joints.

- i) Replacement of Broken Tile: Where broken tile in the existing sewer is determined, the Contractor must replace the broken tile and the work shall be paid for at the Contract Unit Price per foot for Combined Sewer of the type and size specified.
- j) Riser Pipes for Future Laterals: The Contractor must when directed by the Engineer, place riser pipes for future laterals from their connection with the sewer to such a height as directed.
- k) Abandoned Sewers and Drains: Abandoned sewers and drains, as designated by the Engineer, shall be plugged with Class SI concrete or brick and suitable mortar to the satisfaction of the Engineer. This Work will not be paid for separately, but shall be considered as included in the Contract Unit Price for the Combined Sewer items.
- l) Openings in Existing Manholes: New opening or enlargements of existing openings in existing manholes that are required to accommodate the proposed combined sewers shall not be measured for payment but considered incidental to the combined sewer items.
- m) Removal of Existing Sewers in Proposed Sewer Trench: Existing sewers within the proposed sewer trench shall be removed and disposed of legally offsite, in accordance with Section 202.03 of the Standard Specifications.
- n) Inspection/Televising of Sewers: All sewers and sewer structures shall be inspected by the CDOWM prior to the final payment to the Contractor. In conjunction with sewer inspections, the Contractor must furnish videotape of a televised inspection of the interior of all existing and/or new main sewers affected by Work performed under this Contract. The final acceptance of the sewer shall be based on the sewer videotape.

Videotaping of the existing sewer shall be performed prior to starting construction. Videotaping of new sewer shall be performed as soon as practical but no later than two weeks after placement of subbase granular material or aggregate base course. The existing and new sewers shall be cleaned prior to videotaping.

Pavement sections requiring removal shall be full panel sections and pavement anchors shall be required for pavement restoration. The Contractor must re-videotape the sewer to verify that the deficiencies noted on any previous videotape have been corrected to the satisfaction of the CDOWM.

Every effort shall be made by the Contractor to correct all deficiencies prior to the placement of the final wearing surface. If, in the opinion of the Engineer, the Contractor has delayed in submitting the videotape, the placement of the final wearing surface shall be suspended. No time extension shall be granted due to this suspension. The Engineer shall be sole judge as to any delays.

Method of Measurement: Combined sewers of the type and size specified shall be measured for payment in place in feet, with the exception of ductile iron pipe sewers within the first 4 feet of an inlet connection, which is included in the bid price for Inlet Type A (Including Frame & Lid). If more than 4 feet of pipe is required to connect an inlet to a catch basin, this additional pipe will be paid for at the Contract Unit Price per foot for Combined Sewers, Ductile Iron Pipe 8", measured in place and as specified in Article 550.08 of the Standard Specifications. Existing sewers within the proposed sewer trench to be removed will not be measured for payment.

Pavement removal for proposed sewer trenches outside the limits of the scheduled pavement removal shall not be measured separately.

Catch basin half traps on proposed catch basins shall not be measured for payment but considered included in the cost to the item CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO).

Trench backfill shall be performed in accordance with Section 208 of the Standard Specifications and shall not be measured separately.

Catch basin connections to existing and proposed combined sewers will be measured for payment per lineal foot. The drain connection shall be measured along the top of the pipe from the edge of the trench to the centerline of the combined sewer. The diameter of the drain connection pipe shall match existing.

Basis of Payment: This Work will be paid for at the contract unit price per foot of COMBINED SEWER, of the class, type, and diameter specified, which price shall include pipe, fittings, openings to existing manhole wall, excavation, and disposal of existing material, sewers, bedding and all other work required to complete the sewer installation as specified. Any dewatering and sheeting or shoring required to do the work as specified will not be paid for separately but will be included in to the contract unit price of this item.

Trench backfill shall be performed in accordance with Section 208 of the Standard Specifications and shall not be paid for separately, but shall be included in the unit prices for the various combined sewer items.

Catch basin connections to existing and proposed combined sewers will be paid for at the contract unit price per lineal foot of DRAIN CONNECTIONS, which price shall include all work to make the sewer connection as specified herein.

The cost of the videotaping shall not be paid for separately, but shall be included in the unit prices for the various combined sewer items.

## **COMPOST FURNISH AND PLACE**

Delete the first sentence of Article 211.01 Description and substitute the following:

This work shall consist of furnishing, transporting and placing topsoil, special types of topsoil, compost, or compost/topsoil blend to the depth specified in areas as shown in the plans or as directed by the Engineer.

Delete the first sentence of the first paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

Topsoil, compost, or compost/topsoil blend shall not be placed until the area to be covered has been shaped, trimmed and finished according to Section 212.

Delete the second paragraph of Article 211.04 Placing Topsoil and Compost and substitute the following:

The Engineer will verify that that the proper topsoil, compost, or compost/topsoil blend depth has been applied. After verification of proper depth, the Contractor shall completely incorporate the placed compost into the existing surface to a minimum depth of 12 in. (300 mm) below finished grade by disking or tilling.

Add the following to Article 211.06 Clearing Area and Disposal of Surplus Material:

Prior to placing topsoil, compost or compost/topsoil blend, the contractor shall remove all litter (including plastic bags, bottles, rocks, etc.) and plant debris.

Add the following to Article 211.08 Basis of Payment:

Payment shall include all costs for materials, equipment, tools, and labor required to complete the work specified herein, including the cost of removing and disposing of any debris.

### **CONCRETE MEDIAN SURFACE, 5" (MODIFIED)**

Description: This work shall consist of the construction of concrete median as specified in Section 606 of the Standard Specifications with the following revisions:

606.11 Finishing. Revise the first sentence of the first paragraph to read:

All exposed surfaces shall be finished with a California Trowel Finish as shown in the details in the plans.

Basis of Payment: Concrete median as specified herein will be paid for at the contract unit price per square foot for CONCRETE MEDIAN SURFACE, 5" (MODIFIED).



## **CONTRACTOR'S DAILY WORK SCHEDULE**

### Description:

The Contractor shall submit a daily work schedule to the Engineer for the purpose of coordinating the Contractor's activities for the next working day. The daily schedule must be submitted by 3:00 pm the day before. This schedule is necessary for the Engineer to schedule inspection, testing and layout checking for the following day.

The schedule shall include the location and type of all work to be performed that day and all material deliveries. It shall identify all concrete pours, the concrete mix design numbers, and the estimated number of cubic yards. The Contractor shall identify all locations where survey verification is required and shall give sufficient advance notification to the Engineer so as not to cause delay.

### Method of Measurement:

This scheduling and coordination work will not be measured for payment.

### Basis of Payment:

Preparation and submittal of the Contractor's Daily Work Schedule shall not be paid for separately, but shall be included in the cost of the Contract items of work.

## **CONTRACTOR OFF-STREET PARKING RESTRICTION**

The Contractor and all employees working on this project will not be allowed to park their vehicles and equipment on frontage roads or streets. The Contractor shall provide an off-street parking facility for all vehicles and equipment. He shall also provide any transportation required to get his employees to and from the work site. The Contractor shall provide the Engineer with written documentation of the off-site parking location.

The cost to comply with this requirement will not be paid for separately, but shall be considered as included in the contract unit bid prices of the contract, and no additional compensation will be allowed.

## **FLUTED KNEE WALL**

Description. This work shall consist of constructing a fluted concrete barrier wall on a concrete barrier base to the lines, grades and details shown on the plans, according to applicable portions of Sections 502, 503, 637 and 1051 of the Standard Specifications, as modified herein, and as directed by the Engineer. This work shall include all concrete, reinforcing steel, surface rustication, expansion joint filler, and protective coat. Surface rustication finish on the back face of the Fluted Knee Wall shall conform to the Special Provision for Rustication Finish for Fluted Knee Walls. The Fluted Knee Wall stem shall be constructed of concrete for Concrete Superstructure. The wall foundation shall be constructed of concrete for Concrete Structures.

Materials. Materials shall meet the requirements of Section 1000 of the Standard Specifications.

Method of Measurement. Fluted Knee Wall will be measured for payment in feet, installed and accepted by the Engineer, measured along the centerline of the wall from end to end.

Basis of Payment. The work under this item will be paid for at the contract unit price per foot for FLUTED KNEE WALL, as indicated on the plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, surface rustication, expansion joint filler, protective coat, and other included items, as detailed in the plans, described herein and as directed by the Engineer. All excavation shall be paid under "Earth Excavation".

### **FLUTED KNEE WALL, SPECIAL**

Description: This work shall consist of constructing a fluted concrete barrier wall on a concrete barrier base with a buried back face foundation to the lines, grades and details shown on the plans, according to applicable portions of Sections 502, 503, 637 and 1051 of the Standard Specifications, as modified herein, and as directed by the Engineer. This work shall include the removal of paved or poured surfaces within the limits of the proposed wall foundation and the installation of all concrete, reinforcing steel, surface rustication, expansion joint filler, and protective coat. Surface rustication finish on the back face of the Fluted Knee Wall, Special shall conform to the Special Provision for Rustication Finish for Fluted Knee Walls. The Fluted Knee Wall, Special stem shall be constructed of concrete for Concrete Superstructure. The barrier base shall be constructed of concrete for Concrete Structures.

Materials: Materials shall meet the requirements of Section 1000 of the Standard Specifications.

Method of Measurement: Fluted Knee Wall, Special will be measured for payment in feet, installed and accepted by the Engineer, measured along the centerline of the wall from end to end.

Basis of Payment: The work under this item will be paid for at the contract unit price per foot for FLUTED KNEE WALL, SPECIAL as indicated on the plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all removals within the limits of the wall foundation, concrete, reinforcing steel, surface rustication, expansion joint filler, protective coat, and other included items, as detailed in the plans, described herein and as directed by the Engineer. All excavation shall be paid under "Earth Excavation".

### **RELOCATE EXISTING SIGN PANEL, SPECIAL**

Description: This work shall consist of relocating existing sign panels as shown on the plans, according to the applicable portions of Sections 720 and 724 of the Standard Specifications, as herein modified, and as directed by the Engineer. This work shall include the removal and disposal of the existing post including concrete foundation, installation of a new sign post, mounting hardware, and all appurtenances required to relocate the existing sign panel behind or on the front face of the proposed Fluted Knee Wall or Reconstructed Parapet.

Materials: Materials shall meet the requirements of Section 1000 of the Standard Specifications.

Backfill: All holes left from the removal of posts and foundations shall be backfilled with suitable material approved by the Engineer. The surface of the filled hole shall be treated to match the surrounding area.

Method of Measurement: Relocate Existing Sign Panel, Special shall be measured for payment on a per each basis.

Basis of Payment: The work under this item shall be paid for at the contract unit price per each for RELOCATE EXISTING SIGN PANEL, SPECIAL as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required to perform the work and as directed by the Engineer.

### **RUSTICATION FINISH FOR FLUTED KNEE WALLS**

Description: This work consists of providing a rusticated finish on fluted knee walls, in accordance with the details shown in the plans and the Special Provisions.

Materials: Materials shall conform to Article 503.02; of the Standard Specification and includes the following:

The coarse aggregate to be used in the concrete for the rustication finish shall conform to the requirements for coarse aggregate in concrete superstructure.

Construction Requirements: Forms shall be constructed so that the completed concrete structures conform to the shape, lines and dimensions of the rusticated wall as shown on the plans. Forms shall be properly braced or tied together to maintain position and shape. Forms shall be made sufficiently tight in the opinion of the Engineer to prevent leakage of mortar.

Formliners shall be used to obtain the rustication finish on the fluted knee walls. Formwork shall have the strength and stability to ensure finished concrete dimensions within the tolerances specified herein. The quality of the formwork as determined by the Engineer shall be maintained throughout the entire project.

Variations in dimensions for the wall sections with a rustication finish shall be within the following tolerances: the width and depth of rustication joints shall be within 1/8 inch  $\pm$ , the location of the rustication joints shall be within 1/2 inch  $\pm$ , the maximum variation of a joint from a straight line shall be 1/4 inch  $\pm$  in 10 feet.

The Contractor shall submit proposed construction procedures for the rustication finish on the face of the fluted knee walls. The Contractor's method of obtaining the surface texture specified on the plans shall be subject to approval by the Engineer.

Upon approval of the construction procedures by the Engineer, the Contractor shall pour a 30-foot long test section of fluted knee wall at a location directed by the Engineer. After removal of the formwork, the Engineer will examine the test section of the wall and instruct the Contractor if the rustication finish is acceptable or if future wall sections need further modifications. If necessary, the Contractor shall pour additional test sections of wall at locations designated by the Engineer until a wall section meets with the Engineer's approval. The rustication finish of all subsequently installed wall sections shall match the approved test section. The Contractor shall repair all deviations from the approved rustication finish to the satisfaction of the Engineer at no additional cost to the Contract.

The Contractor shall notify the Engineer at least 40 hours prior to placing concrete. Concrete shall not be placed until the Engineer has inspected the formwork and the placement of reinforcing bars for compliance with the plans.

Basis of Payment: This item will not be measured for payment for fluted knee walls, but shall be included in the cost of FLUTED KNEE WALL and FLUTED KNEE WALL, SPECIAL.

**SEEDING, CLASS 4 (MODIFIED) WOODLAND GRASSES AND SEEDING  
 SEEDING, CLASS 5A (MODIFIED) WOODLAND WILDFLOWERS**

This work shall consist of preparing the seed bed, placing the seed, initial watering of the seed bed and other materials required in the seeding operation including horticultural grade vermiculite in areas as shown in the plans.

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4 (Modified) and Class, 5A (Modified) seed mixes shall be supplied in separate bags of three mix components: Temporary Cover, Permanent Grasses, and Wildflowers. All native seed species shall be local genotype and shall be from a radius of 150 miles from the project site. The Class 5A (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Article 250.07 Seeding Mixtures – Delete sentence 4. Add the following to Table 1 – Seeding Mixtures:

CLASS – TYPE	SEEDS	PURE LIVE SEED LBS/ACRE
4 (Modified) Woodland Grasses		16.5
	Andropogon scoparius (Little Bluestem)	3.25
	Bouteloua curtipendula (Side-oats Grama)	4.5
	Carex pensylvanica (Common Sedge)	0.75
	Chasmanthium latifolium (Northern Sea Oats)	2.5
	Elymus Canadensis (Canada Wild Rye)	1.5
	Elymus villosis (Silky Wild Rye)	1.5
	Hystrix patula (Bottle Brush Grass)	1.0
	Juncus tenuis (Path Rush)	0.75
	Sporobolus heterolepsis (Prairie Dropseed)	0.75

Oats, Spring (Temporary Cover)

22.0 (bulk lb/acre)

<u>CLASS - TYPE</u>	<u>SEEDS</u>	<u>PURE LIVE SEED LBS/ACRE</u>	
5A (Modified) Woodland Wildflowers		6	
Agastache nepetiodes (Yellow Giant Hyssop)		0.10	
Agastache scrophulariaefolia (Purple Giant Hyssop)			0.10
Allium cernuum (Nodding Wild Onion)		0.25	
Aquilegia Canadensis (American Columbine)		0.25	
Aster macrophyllus (Big-leaved Aster)		0.20	
Aster shortii (Short's Aster)		0.15	
Baptisia leucophaea (Cream Wild Indigo)		0.20	
Dodecatheon meadia (Shooting Star)			0.25
Echinacea purpuea (Purple Coneflower)		0.50	
Eupatorium purpureum (Purple Joe Pye Weed)		0.10	
Geranium maculatum (Wild Geranium)		0.35	
Jeffersonia diphylla (American Twinleaf)		0.35	
Monarda fistulosa (Wild Bergamot)		0.25	
Penstemon digitalis (Foxglove Beardtongue)			0.35
Phlox divaricata (Blue Phlox)		0.35	
Polygonatum canaliculatum (communtatum) (Smooth Solomon's Seal)		0.40	
Pycnanthemum virginianum (Mountain Mint)		0.15	
Rudbeckia hirta (Black-eyed Susan)		0.45	
Solidago caesia (Blue-stemmed Goldenrod)		0.15	
Sanguinaria canadensis (Bloodroot)		0.30	
Stylophorum diphyllum (Celadine Poppy)		0.30	
Tiarella cordifolia (Foamflower)		0.30	
Veronicastrum virginicum (Culver's Root)		0.20	

Notes:

1. The seeding time for this work shall be October 15 to April 30. Seeding done outside of this time frame will not be measured for payment.
2. Purity and germination tests no older than twelve months old shall be submitted for all seed supplied to verify quantities of bulk seed required to achieve KG PLS (LB PLS) specified.
3. The seedbed shall be prepared and approved by the Engineer prior to seeding. The Contractor shall delineate the perimeter of the seedbed with wooden lathe. The wooden lathe shall remain in place.
4. Temporary cover seed shall be kept separate from the woodland type mixture. It shall be mixed on site under the direction of the Engineer.
5. The Spring Oats shall be thoroughly mixed with the Class 4 (Modified) Woodland Grass seed mix and seeded using a mechanical seeder that applies the seed uniformly at a depth of 1/4 inch. Second, the Class 5A (Modified) Woodland Wildflower seed shall be thoroughly mixed with 2 bushels of moistened horticultural grade vermiculite per acre and uniformly seeded at a depth of 1/8 inch. The seedbed shall be immediately mulched as specified.

6. Within two hours after the seeding and mulching are complete, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd).
7. The Contractor shall have on hand enough equipment to completely water all Seeding, Class 4 (Modified) seed areas in two days at the watering rate specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.
8. All watering described shall be done with a spray application. An open-end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.
9. Supplemental Watering: During periods exceeding 26 degree C (80 degree F) or subnormal rainfall (less than 1" of rainfall per week) supplemental watering may be required after the initial watering and prior to acceptance of the work. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24-hour notice.

If specified seed material is unavailable, the Engineer shall approve the substitutes. Adjustments will be made at no cost to the Contract. Approval of substitutes shall in no way waive any requirements of the Contract.

Article 250.09 – Add Seeding, Class 4 (Modified) and Seeding, Class 5A (Modified).

Seeding, Class 4 (Modified) Woodland Grass watering will not be measured for payment.

Seeding, Class 5A (Modified) horticultural grade vermiculite will not be measured for payment.

Supplemental watering will be measured for payment as specified in Special Provision for SUPPLEMENTAL WATERING.

Article 250.10 – Add Seeding, Class 4 (Modified) and Seeding, Class 5A (Modified).

## **SUPPLEMENTAL WATERING**

Scope: This work will include watering turf, trees, shrubs, vines and perennial plants at the rates specified and as directed by the Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements.

Watering shall be completed in a timely manner. When the Engineer directs the Contractor to do supplemental watering, the Contractor shall begin the watering operation within 24 hours of notice. A minimum of 10 units of water per day shall be applied until the work is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way shall be repaired or replaced at the Contractor's expense.

Source of Water: The Contractor shall notify the Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for watering are as follows. The Engineer will adjust these rates as needed depending upon weather conditions.

Turf and Perennial Plants: 3 gallons per square yard  
Trees: 10 gallons per tree  
Shrubs: 3 gallons per shrub  
Vines: 2 gallons per vine

Method of Application: A spray nozzle that does not damage small plants shall be used when watering perennial plants or turf. Water shall be applied at the base of the plant to keep as much water as possible off plant leaves. An open hose may be used to water trees, shrubs, and vines if mulch and soil are not displaced by watering. Water shall trickle slowly into soil and completely soak the root zone. The Contractor shall supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: Supplemental watering will be measured in units of 1000 gallons (3,785 liters) of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit of SUPPLEMENTAL WATERING, measured as specified. Payment will include the cost of all water, equipment and labor needed to complete the work specified herein and to the satisfaction of the Engineer.

## **TACTILE/DETECTABLE WARNING SURFACE**

Description: This work shall consist of providing all labor, materials, tools, and equipment necessary to install a tactile detectable stamped concrete surface having a surface color and imprinted with a truncated dome pattern.

General Requirements: This work consists of installing a Tactile Detectable Warning Surface on curb ramps. This work will be done in coordination with PCC Sidewalk, 5 Inch, where shown on the plans or as directed by the Engineer. Tactile Detectable Warning Surfaces shall be installed across the entire width of the depressed curb, and per the latest CDOT ADA Standard details.

Submittals: Product Data: Submit manufacturer's specifications describing products, installation procedures and routine maintenance procedures.

Samples: Submit two (2) samples (minimum 8" square) of the tile type proposed for use.

Layout drawings: Required for the products specified showing plans for placement including joints, sizes, types, and quantity of tiles to be used at each ramp, and an outline of installation materials and procedures.

Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile detectable warning surface and accessory as required.

Quality Assurance:

- A. Provide tactile detectable warning surface and accessories as produced by an approved manufacturer.
- B. Installer's Qualifications: Engage an experienced Installer certified in writing by the tactile detectable warning surface manufacturer as qualified for installation and who has successfully completed installations similar to that indicated for the Contract.
- C. Americans with Disabilities Act (ADA): Provide tactile detectable warning surfaces which comply with the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.
- D. California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR). Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of "Detectable Warning". Section 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicle Area's".
- E. Tactile detectable warning surface shall consist of a surface of truncated domes aligned in a square or radial grid pattern. Truncated domes in a detectable warning surface shall have a base diameter of 0.9" minimum to 1.4" maximum, a top diameter of 50% of the base diameter minimum to 65% of the base diameter maximum, and a height of 0.2". Truncated domes in a detectable warning surface shall have a center to center spacing of 1.6" minimum and 2.4" maximum, and a base-to-base spacing of 0.65" minimum, measured between the most adjacent domes on a square grid. Detectable warning surface shall contrast visually with adjacent walking surfaces either light-on-dark, or dark-on-light and the field area must consist of a non-slip surface.

Delivery, Storage and Handling:

- A. Deliver tactile detectable warning surface materials to the worksite in such quantities and at such times as to assure continuity of installation. Handle and transport material in a position consistent with their shape and design in order to avoid excessive stresses or damage.
- B. Store material at worksite to prevent cracking, distorting, warping, staining or other physical damage and so that markings are visible.
- C. Keep material under cover and protected until installed.
- D. Deliver anchors in sufficient quantity for the work to be done before the start of construction.

Site Conditions:

- A. Maintain a minimum temperature of 40 degrees F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation.
- B. Store and protect tactile tile material in the area(s) where they will be installed for at least 48 hours before beginning installation.



Extra Stock:

Deliver extra stock to a storage area designated by the Engineer. Furnish new materials from same manufactured lot as materials installed and enclose in protective packaging with appropriate identification for the tactile detectable warning surface. Furnish not less than two (2)% extra of the supplied materials for each type, color and pattern installed.

Guarantee:

The tactile detectable warning surfaces shall be guaranteed in writing for a period of five years from date of substantial completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

Suggested Manufacturers:

- "EZ set" tile as manufactured by E-Z Set Corporation, and distributed by Traffic Control Corporation, 780 W. Belden Ave, Ste. D, Addison, IL, 630-543-1300.
- "Detectible" as manufactured by Bindan Corporation, P.O Box 3513, Oak Brook, IL 60523, 630-734-0277, 630-734-0278 (fax)
- "Armorcast" as manufactured by Armorcast Products Company, 13230 Saticoy Street, North Hollywood, CA 91605, 818-982-3600; fax 818-982-7742

Products:

**1) REINFORCED CERAMIC CEMENT (RCC)**

- A. Proprietary Ceramic Cement Blend: Use only one brand, type, and source of supply of cement throughout RCC production unless noted otherwise.
- B. Aggregates: Proprietary blend per manufacturer
- C. Water. Potable, free from foreign materials in amounts harmful to concrete.
- D. Admixtures: conform to ASTM C260 for air entrapment, ASTM C494 for chemical admixtures, or ASTM C618 for fly ash or natural pozzolan admixtures, at manufacturer's option. Do not use admixtures that contain more than 0.1% chloride ions.
- E. Coloring Agent
  - 1. Conform to ASTM C979, ultraviolet resistant, high temperature stable, harmless to concrete set or strength.
  - 2. The amount of coloring agent must not exceed 10% of the cement weight.
  - 3. Color: Federal Brick Red 30166 Color shall be homogeneous throughout the tile.
- F. Dimensions: Tile Assemblies shall be held within the following dimensions and tolerances:

Length and Width:	24"x 24" nominal square and triangle, 12" x 24" nominal, plus or minus 1/16".
Depth:	1.500" ± 5% max.
Face Thickness:	0.1875 ± 5% max.
Warpage of Edge:	± 0.5% max.

- G. Water Absorption: + 0.35%, ASTM-D 570
- H. Slip Resistance: wet/dry static co-efficient of friction + 0.90 on top of domes and field area, ASTM-C 1028
- I. Compressive Strength: + 18,000 psi, ASTM-D 695-91
- J. Tensile Strength: + 10,000 psi, ASTM-D 638-91.
- K. Flexural Strength: + 24,000 psi ASTM - C293-94
- L. Chemical Stain Resistance: +1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint, ASTM-D 543-87 to withstand without discoloration or staining.
- M. Abrasive Wear: BYK - Gardner Tester ASTM-D 2486\* with reciprocating linear motion of  $37 \pm$  cycles per minute over a 10" travel. The abrasive medium, a 40-grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth must not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.
- N. Fire Resistance: flame spread – 25, ASTM E84.
- O. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.
- P. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.

### **Anchors and Subsystems:**

Each RCC panel is to be attached to the supporting concrete with a minimum of 2-4 4 ABS anchors in the top horizontal plane and in the preformed holes.

## **2) POLYMER CONCRETE- REPLACEABLE TILE**

### **Materials Requirements**

Polymer concrete Detectable Warning tiles shall be manufactured using polymer concrete material. Polymer concrete material shall consist of calcareous and siliceous stone, glass fibers and thermo set polyester resin. The polymer concrete material shall be tested by an independent testing laboratory for chemical resistance and mechanical properties.

### **Chemical Resistance**

Chemical Resistance	ASTM D-543
Simulated Sunlight	ASTM D-1501
Accelerated Service Test	ASTM D-756 Procedure "E"
Water Absorption	ASTM D-570

Material shall be determined to be acceptable if the following criteria are met. For chemical resistance, simulated sunlight, accelerated service test, and water absorption: retention of 75 percent of the control specimen values for load and deflection and no more than 2 percent change in weight. For flammability test, specimen should be self-extinguishing. For fungus resistance test the material shall not allow any fungus growth. Smoke density shall be less than 0.5 at 1.5 minutes and less than 15 at 4 minutes. Surface flammability shall be less than 25.

**Mechanical Properties**

The mechanical properties of polymer concrete material shall be tested by an independent testing laboratory. Polymer concrete material shall have the following mechanical properties:

<b>Mechanical Properties</b>	<b>Average Value</b>	<b>Test Method</b>
Compressive Strength	11,430 PSI	ASTM C-170-99
Flexural Strength	3,330 PSI	ASTM C-580-02
Tensile Strength	1,710 PSI	ASTM C307-99
Shear Strength	11,670 PSI	ASTM D-372-02
Modulus of Elasticity	1,776,400 PSI	ASTM C-580

**Fabrication**

- a. For consistency, detectable warning tiles shall be manufactured using matched die molds under heat and pressure for superior material compaction, controlled chemical curing and uniform dimensions.
- b. Polymer concrete detectable warning tiles shall have ¼” thick material sectional thickness excluding truncated domes height or reinforcement ribs.
- c. Polymer concrete detectable warning tiles shall have a 1/8” tapered edges on the outside of the finished detectable warning tile.
- d. Slip Resistance of Polymer concrete detectable warning tile when tested by ASTM-C 1028 shall not be less than 0.80.
- e. Chemical Resistance of Tile when tested by ASTM-D 543 to withstand without any degradation or discoloration-1% hydrochloric acid, Acetic Acid, Sulfuric Acid, Sodium Chloride Sodium Hydroxide, Sodium Sulfate, Sodium Carbonate, Kerosene and Oil.
- f. The material shall be abrasive resistant and shall be warranted for 5 years against excessive wear.
- g. The polymer concrete material shall not sustain burning and be self-extinguishing when tested in accordance with ASTM D 635.
- h. The polymer concrete material shall not promote fungus growth when tested in accordance with ASTM G21.
- i. The polymer concrete material surface flammability shall be tested in accordance with ASTM E-162 and shall be less than 25.
- j. Smoke density shall be tested in accordance with ASTM E-662-03 and shall be less than 0.5 at 1.5 minutes and less than 15 at 4 minutes.

- k. Color: Federal Brick Red 30166 Color shall be homogeneous throughout the tile.

**Anchors and Subsystems:**

Each PC panel is to be attached to the supporting concrete with a minimum of 4- 2" concrete anchor and bolt assemblies. Bolts are to be a nominal 3/8" stainless steel with lock washers. Bolts shall also be installed through a 1x1 steel angle tightened snug to the underside of the tile panel.

**Dimensions:**

Tile Assemblies shall be held within the following dimensions and tolerances:  
Length and Width: 24"x 24" nominal square and triangle, 12" x 24" nominal, plus or minus 1/16".  
Depth: 1.500" ± 5% max.  
Face Thickness: 0.1875 ± 5% max.  
Warpage of Edge: ± 0.5% max.

**INSTALLATION**

Installation shall be per the manufacturer's recommendations.

General Requirements:The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4" – 7" to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb) shall be placed on each tile.

- A. PRIOR TO PLACEMENT OF THE CAST-IN-PLACE SYSTEM, THE LAYOUT DRAWINGS AS SPECIFIED IN THE SUBMITTAL SECTION SHALL BE REVIEWED.
- B. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, vibrator and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In Place System.
- C. The concrete shall be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level shall be used to check that the required slope is achieved. The tile shall be placed true and square to the ramp in accordance with the contract drawings. The Cast-In-Place Tiles shall be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface. The Contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.

The tolerance for elevation differences between tile and adjacent surface is 1/16". Place the second panel next to the first, leaving no gap (tiles shall be abutted to one another) and press into the wet concrete using a twisting back and forth motion. Be certain that the second panel is even and level with the first and with the surrounding concrete.

- D. Immediately after tile placement, the tile elevation is to be checked against adjacent concrete. The tile elevation and slope shall be set consistent with the Contract drawings to permit water drainage to curb as the design dictates. While concrete is workable a steel trowel shall be used to trowel the concrete around the tile perimeter to the field level of the tile. - Trowel concrete flat, remove any excess concrete and leave no gap (tiles shall be abutted to one another) between the panels. Apply broom finish or other recommended finish to the area immediately surrounding the panels.
- E. Following tile placement, review installation tolerances against the Contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb each shall be placed on each tile as necessary to ensure solid contact of the tile underside to the concrete.
- F. Remove the protective plastic coating and insert one ABS anchor into each of the preformed holes, being certain that the anchors are inserted completely, flush to the panel surface. Tap the top of each anchor 5-6 times using the trowel handle. This will insure good contact of the concrete with the anchor.
- G. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external force placed on the tile to rock the tile, causing a void between the underside of tile and concrete.
- H. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

Cleaning and Protecting:

- A. Protect the tactile detectable warning surface against damage during the construction period to comply with tactile tile manufacturer's specification. Materials damaged prior to placement will be replaced at the Contractor's cost.
- B. Protect the tactile detectable warning surface against damage from rolling loads following installation by covering with plywood or hardwood.
- C. Clean the tactile detectable warning surface not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of the Contract. Clean tactile tile by methods specified by the manufacturer.

Method of Measurement: TACTILE DETECTABLE WARNING SURFACE will be measured for payment in place and the area computed in square feet. Concrete incorporated into the tactile detectable stamped concrete shall not be included in this item, but paid under item P.C.C. Sidewalk, 5 Inch.

Basis of Payment: This work will be paid for at the contract unit price per square foot of TACTILE DETECTABLE WARNING SURFACE, which price shall include all costs in full for materials, tools, color ingredients, labor, equipment and all work necessary to construct the surface.

## TEMPORARY INFORMATION SIGNING

### Description:

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

### Materials:

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

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.01

Note 1. The Contractor may use 5/8 inch instead of 3/4 inch thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1084.02(b).

Note 4. The overlay panels shall be 0.08 inch thick.

### General Construction Requirements

#### Installation:

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

Signs, which are placed along the expressway shoulder and/or within the construction zone, shall be installed according to the requirements of Article 702.05 and Article 720.04. The signs shall be 7 ft. above the near edge of the pavement and shall be a minimum of 2 ft. beyond the edge of the paved shoulder. A minimum of two posts per sign shall be used.

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

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

Method of Measurement:

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

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

Basis of Payment:

This work shall be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment, tools and materials required for performing the work as herein specified.

**TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)**

This work shall include furnishing, installing, maintaining, replacing, relocating, and removing all traffic control devices used for the purpose of regulating, warning, and directing traffic. Traffic control and protection shall be provided as called for in the plans, applicable Highway Standards, District One Expressway details, Standards and Supplemental Specifications, these Special Provisions, or as directed by the Engineer.

GENERAL

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions on the expressway through the construction zone. The Contractor shall arrange his operations to keep the closing of shoulders to a minimum. Closing of lanes and/or ramps will not be permitted.

The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to existing warning signs and overhead guide signs during all construction operations. Warning signs and existing guide signs with down arrows shall be kept consistent with the barricade placement at all times. The Contractor shall immediately remove, completely cover, or turn from the motorist's view all signs which are inconsistent with lane assignment patterns.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices that were furnished, installed, or maintained by him under this Contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Drums/Barricades

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1000'), one per shoulder, to prevent motorists from using work areas as a traveled way. Check barricades shall also be placed in advance of each open patch, or excavation, or any other hazard in the work area, the first at the edge of the open traffic lane and the second centered in the closed shoulder. Check barricades, either Type I or II, or drums shall be equipped with flashing lights.

Vertical Barricades

Vertical barricades shall not be used in shoulder closure tapers and exit ramp gores. Also, vertical barricades shall not be used as patch barricades or check barricades. Special attention shall be given, and ballast provided per manufacture's specification, to maintain the vertical barricades in an upright position and in proper alignment.

Method of Measurement: This item of work will not be measured separately.

Basis of Payment:

- a) This work will not be paid separately.
- b) The Engineer may require additional traffic control be installed in accordance with standards and/or designs other than those included in the plans. In such cases, the standards and/or designs will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required will be in accordance with Article 109.04 of the Standard Specifications.
- c) Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the Contract shall be submitted by the Contractor for approval by the Engineer. No additional payment will be made for Contractor requested modifications.

**TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

**STANDARDS**

- 701456 - Partial Exit Ramp Closure Freeway/Expressway
- 701601 - Urban Lane Closure, Multilane, 1w or 2w with Nontraversable Median
- 701701 - Urban Lane Closure, Multilane Intersection
- 701801 - Lane Closure Multilane 1W or 2W Crosswalk or Sidewalk Closure
- 701901 - Traffic Control Devices



## DETAILS

TC-10 District 1, Traffic Control and Protection Special for Side Roads, Intersections and Driveway

TC-17 Traffic Control Details for Freeway Shoulder Closures Partial and Ramp Closures

TC-18 Signing For Flagging Operations at Work Zone Openings

TC-22 Temporary Information Signing

## SPECIAL PROVISIONS

Personal Protective Equipment (BDE)

Partial Exit Ramp Closure for Freeway/Expressway (BDE)

Reflective Sheeting on Channelizing Devices (BDE)

Advanced Public Notification

Keeping the Expressway Ramp Open to Traffic

Temporary Information Signing

Lane Closure Restrictions

Work Zone Traffic Control (Lump Sum Payment)

Traffic Control And Protection (Expressways)

### **WORK ZONE TRAFFIC CONTROL (LUMP SUM PAYMENT)**

Effective: February 1, 1996

Specific traffic control plan details and Special Provisions have been prepared for this Contract.

Method of Measurement: All traffic control (except traffic control pavement marking) and Traffic Control And Protection (Expressways) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis. Traffic control pavement markings will be measured per meter (foot).

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment in full for all labor, tools, materials, transportation, handling and included work necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices required as indicated in the plans, these Special Provisions and as approved by the Engineer.

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

Effective: November 1, 2008

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

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

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

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

**COMPLETION DATE (VIA CALENDAR DAYS) (BDE)**

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon **60** calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

**CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)**

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. 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.

Environmental Deficiency Deduction. 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

Idling Restrictions. 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.

Environmental Deficiency Deduction. 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 (DBE)**

Effective: September 1, 2000

Revised: November 1, 2008

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this

Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE 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 **8.0%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

DBE LOCATOR REFERENCES. 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](http://www.dot.il.gov).

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;

- (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE 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 contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.



- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
  - (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official

designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.

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

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.
- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

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

#### **EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

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

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

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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 Contract 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, 2008

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

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

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

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

### **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to

the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

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

#### **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: March 1, 2009

Revised: July 1, 2009

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### **"STATEMENTS AND PAYROLLS**

The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number.). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

#### **"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. **Employee Interviews.** The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

#### **PERSONAL PROTECTIVE EQUIPMENT (BDE)**

Effective: November 1, 2008

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

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



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

Effective: April 1, 2007

Revised: November 1, 2008

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

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

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

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

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

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

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

**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.

**STORM WATER POLLUTION PREVENTION PLAN**



**STORM WATER POLLUTION PREVENTION PLAN**

Route	<u>I-90/94 Dan Ryan Expressway</u>	Marked	<u>Dan Ry</u> <u>I-57 at</u> <u>&amp; I-90 at MLK to 15 th Street</u>
Section	<u>See individual contract</u>	Project No.	<u>Various Contract Numbers --</u> <u>Refer to Attachment</u>
County	<u>Cook</u>		

This plan has been prepared to comply with the provisions of the MSY-Phase II NPDES Permit Number ILR40, issued by the Illinois Environmental Protection Agency for storm water discharges.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

John P. Kim  
Signature  
District Engineer  
Title

August 5, 2008  
Date

**1. Site Description**

- a. The following is a description of the construction activity, which is the subject of this plan:

The project is located at Interstate 94 (the Dan Ryan Expressway) from the I-57 interchange to Illinois 1 (Halsted Street) to the west and Martin Luther King (MLK) Drive to the east, and continues in a northerly direction to 31st Street.

**Construction Descriptions**

The Dan Ryan Expressway project consists of roadway improvements including added lanes, mainline and shoulder reconstruction, construction of retaining walls, new collector-distributor roadways, new and relocated exit and entrance ramps, lighting, drainage, signing, and surveillance improvements.

The Dan Ryan Expressway reconstruction project was designed in three segments in Phase I. The three segments are described from south to north. The segment from 95th to 67th Streets (U.S. Route 20 / 45), the improvement includes reconstruction of the eight traffic lanes of the existing Dan Ryan Expressway pavement, the addition of a through travel lane in each direction, and modifications to entrance and exit ramps. The improvement involves the addition of a through travel lane along both northbound and southbound Dan Ryan onto Interstate 57 to the interchange with Halsted Street (Illinois Route 1).

There are intersection improvements at 79th Street.

The segment from 67th to 47th Street includes reconstruction of the existing northbound and southbound express lanes (four lanes in each direction) and local lanes (two lanes in each direction). The improvement will also provide for an additional through travel lane in each direction to the local traffic lanes, and modifications to all entrance and exit ramps. There are intersection improvements at 67th Street. Frontage roads will be reconstructed both northbound and southbound from 63rd to 47th Streets. Additional work will involve bridge construction and reconfiguration of the Chicago Skyway / Dan Ryan Expressway interchange to provide an additional entrance ramp from the Chicago Skyway to connect directly to the northbound Dan Ryan Expressway express lanes.

The scope of the roadway work between 47th and 31st Streets will include reconstruction of the existing northbound and southbound express lanes (four lanes in each direction) and local lanes (three lanes in each direction) to the Dan Ryan Expressway pavement, and the reconstruction and/or reconfiguration of entrance and exit ramps. The Root Street structure (41st Street) will be removed.

The drainage work consists of removing or abandoning the existing collector storm sewer system and surface water collection system and constructing a new collector storm sewer and surface water collection system. The existing main drain will remain in place and remain functional, with new connections for the proposed storm sewer system. New collector sewers to drain the area directly tributary to the Dan Ryan Expressway (CTA tracks, local lanes, and adjacent ramps and grass areas), and overflows from offsite tributary areas (frontage roads) are planned. Separate collector sewers are required to drain the northbound and southbound lanes of the Dan Ryan Expressway. These proposed collector sewers are to be designed to convey the 50-year storm event.

The work will include the construction of new retaining walls and the rehabilitation, and/or modifications of several existing retaining walls and any roadway and traffic signal improvements required at cross streets and alternate routes.

In addition, other improvements include:

- A new highway lighting system (110 foot towers with lights on 11-foot mounting rings).

- New expressway signing (provides four new and upgrade three changeable message signs).

- Replacement of traffic surveillance equipment with upgraded technology.

- Closed circuit television for traffic conditions and crash incident monitoring.

- Accident investigation sites.

- Other incidental work as required completing the reconstruction of this segment of the expressway to AASHTO and IDOT criteria.

The improvement will also consolidate several points of access and improve the unsafe weaving conditions created by the existing substandard weaving distances. Currently, ramps are spaced evenly at one-half mile increments, resulting in weaving distances in the range of 300 feet. This is a major safety concern and suspected cause for the high incidence of sideswipe collisions in the ramp influence areas. The proposed access consolidation plan improves many of the mainline weaving movements while minimally influencing the local access to the Dan Ryan Expressway through the addition of collector-distributor roadways and both entrance and exit ramp removals. The presence of parallel city street frontage roads facilitates local access without substantive changes in through and local travel patterns. The proposals for ramp closure are:

Northbound (NB) exit and southbound (SB) entrance at 76th Street (2 ramps)

Northbound (NB) and southbound (SB) exits and entrances at 59th Street (4 ramps)

Northbound (NB) and southbound (SB) exits and entrances at 51st Street (4 ramps)

Northbound (NB) exit and southbound (SB) entrance at 43rd Street (2 ramps)

Capacity analyses indicate unsatisfactory conditions at the intersections of 55th Street (Garfield Boulevard) / Wells Street and 55th Street (Garfield Boulevard) / Wentworth Avenue. The improvements necessary to make this interchange operate effectively require right-of-way acquisition from three separate parcels. The parcels on the southwest quadrant of 55th Street (Garfield Boulevard) / Wells Street is occupied by a "Mobil Service Station" in which a portion of each of the two parcels must be acquired to construct an eastbound to southbound right turn lane. In addition, dual right turn lanes are proposed for the northbound to eastbound movement at the intersection of 55th Street (Garfield Boulevard) / Wentworth Avenue. These right turn lanes require securing property, the portion of the parcel that is currently vacant.

To construct the proposed two-lane, left-hand exit to the Chicago Skyway from the southbound lanes on the Dan Ryan Expressway, Wells Street needs to be relocated from 64th Street to 65th Street. The improvement requires reconstruction of an 18 foot high retaining wall adjacent to the mainline and the full replacement of the frontage road (Wells Street) pavement. The realignment shifts the centerline of the road approximately 10 feet west. A relocation and reconstruction of the west sidewalk bordering Wells Street does encroach into a parcel currently owned by the Chicago Housing Authority for the "Yale Street Apartment". The corner parcel would facilitate the relocation and reconstruction of the 5 foot sidewalk and modifications to the bituminous parking lot.

The right-of-way uses are summarized in the tabulation below:

<b>Right-of-Way Acquisition</b>	<b>Acres</b>	<b>Number of Parcels</b>
SW Corner of 55 <sup>th</sup> / Wells Street	0.05	6
SE Corner of 55 <sup>th</sup> / Wentworth Avenue	0.10	1
NE Corner of 57 <sup>th</sup> / Wentworth Avenue	0.12	2
SE Corner of 57 <sup>th</sup> / Wentworth Avenue	0.24	1
NE Corner of 59 <sup>th</sup> / Wentworth Avenue	0.007	1
SE Corner of 59 <sup>th</sup> / Wentworth Avenue	0.014	1
NW Corner of 63 <sup>rd</sup> / Wells Street	0.05	1
Along West edge of Wells Street From 65th Street to 64th Street	0.11	1
<b>Temporary Construction Easement</b>	<b>Acres</b>	<b>Number of Parcels</b>
Along west edge of Wells Street From 65 <sup>th</sup> Street to 64 <sup>th</sup> Street	0.07	1

The Total Acquired Right-of-Way (ROW) is 0.691 acres involving eight parcels, with a Temporary Construction Easement (TCE) of 0.07 acres involving one parcel.

Environmental Descriptions

Special waste for the Dan Ryan project has **HIGH** risk for the occurrence of regulated substances or natural hazards at twelve sites. A Preliminary Environmental Site Assessment (PESA #1106) with stipulations for excavation depths varies for twelve high risk locations. Depth stipulations can be met at Sites: 808-10A, 1106-17B, 1106-25B, 1106-44A, and 1106-51. A request for Preliminary Site Investigation (PSI) will be required for Sites: 1106-2B, 1106-4A, 1106-6A, and 1106-9, 1106-33B, 1106-47, and 1106-52.

Besides special waste, there are no ecologically sensitive areas in the Dan Ryan project area. The Environmental Survey Request Form (ESRF) on 10/15/99 requested only biological and special waste survey because all of the ground had been previously disturbed and no new right-of-way is to be involved with areas not previously occupied, excavated, or disturbed. The project, as described on the ESRF, does not require biological or wetland surveys. The Illinois Department of Natural Resources (IDNR) Natural Heritage Database has no records of listed species, natural areas or nature preserves within the Dan Ryan project corridor (IDNR Agency Action Report dated September 20, 1999). By agreement, no coordination with the Illinois Department of Natural Resources (IDNR) and the U.S. Fish and Wildlife Service (USFWS) are necessary.

No streams or rivers are involved with this project. There is no water resources in the area involved with the project. A closed drainage system for storm water and urban roadway cross section, including pavement and shoulder, will continue.

The project will result in the disturbance of 0.4 or more hectares (1.0 acre). Permit coverage for the project is secured either under the IEPA Phase II General Permit for Storm-water Discharges (NPDES Permit No. ILR40) or under an individual NPDES permit. Requirements applicable for a permit will be followed, including the preparation of a Storm-water Pollution Prevention Plan. The plan shall identify potential sources of pollution that may reasonably be expected to affect the quality of storm water discharges from the construction site. The plan shall describe and ensure the implementation of practices that will reduce the pollutants in discharges associated with construction site activity and assure compliance with terms of the permits.

Although there may be a remote possibility (not likely) of a potable water well within 200 feet (60 meters) of the centerline, this threshold is only relevant for routes and sources of groundwater pollution. Since this project will not introduce any new routes of groundwater pollution (dry wells, "French drains", or borrow pits) or sources (bulk road oil or deicing storage facilities), then there will be no violation of the wellhead setback requirements.

According to the National Flood Insurance Rate Maps (FIRM), there are no flood plains involved within this project limits.

From field inspection by project team environmental and wetland specialists, and their review of the available and published National Wetlands Inventory (NWI) maps, and the most recent available aerial photography of the area, determined wetlands are not involved. The project is within the existing rights-of-way, and no wetlands are located within or adjacent to the required parcels, which include: west edge of Wells Street from 65th to 64th Street; 63rd Street and South Wells Street, 59th Street and Wentworth Avenue; 57th Street and Wentworth Avenue; 55th Street and South Wentworth Avenue, and 55th Street and South Wells Street.

There is no use or proposed use of protected Section 4(f), Section 6f lands, or lands that have OSLAD funds involved with their purchase and/or development.

- b. The following is a description of the intended sequence of major activities for the reconstruction of the Dan Ryan Expressway. The construction year, contract number, description, duration of construction, and highlights of work to be completed follow.

**Contract #** – Name/Description

Contract Duration

Major Activities

**Construction Year 2003**

**62573** – Shoulder Repair and Median Cross-Over

August 18 – October 31, 2003

Reconstruction of the 65th to 47th Street local lane inside shoulder

**62591** – Storm Sewer Jacking

November 15, 2003 – June 4, 2004

Storm sewer jacking from 95th to 67th Streets

**Construction Year 2004 to 2005**

**62594** – 83rd to 79th Street C-D System and Ramps

March 1 – October 31, 2004

Reconstruction and reconfiguration of the collector-distributor (C-D) ramps  
between 83rd and 79th Streets  
Replacement of the storm sewer  
Retaining wall construction

**62691** – Reconstruct Water main crossing under the Dan Ryan from 32nd Street  
to 63rd Street

May 3, 2004 – June 20, 2005

**62590** – 71st to 67th Street C-D System and Ramps

June 21, 2004 – August 15, 2005

Reconstruction of the collector-distributor (C-D) ramps between 71st and  
67th Street  
Improvements to 67th Street / State Street intersection  
Retaining wall construction  
Reconstruction of the 67th Street Bridge

**62587** – Wentworth Avenue Overpass and Wells Street Realignment

June 21, 2004 – June 30, 2005

Reconstruction of Wells Street from 67th to 63rd Street  
Reconstruction of Wentworth Avenue Bridge

**62589** – Skyway Interchange Bridges and Local Lanes Wentworth Avenue to  
67th Street

June 21, 2004 – August 15, 2005

Dan Ryan / Skyway interchange  
Reconstruction of local lanes from 67th to 63rd Street  
Retaining wall construction

**62586** – 57th Street Bridge, Retaining Walls, Ramps and Frontage Roads 63rd to  
47th Streets

August 1, 2004 – October 31, 2005

Reconstruction of the frontage roads, Wells Street and Wentworth Avenue,  
between 63rd and 47th Street  
Construction of eight (8) new ramps between 63rd and 47th Street  
Construction of the new 57th Street bridge over the Dan Ryan  
Retaining walls

**62585** – Reconstruct SB Ramps between 39th and 31st Street and Shoulder  
Reconstruction

September 13, 2004 – November 30, 2005

Reconstruction of the SB ramps between 39th and 31st Street



**62584** – Reconstruct NB Ramps between 39th and 31st Street and Shoulder  
Reconstruction

September 13, 2004 – November 30, 2004

Reconstruction of the NB ramps between 39th and 31st Street

**62692** – Reconstruct Water main Crossings under the Dan Ryan from 75th  
Street to the I-57 Interchange

September 27, 2004 – July 1, 2005

**TBA** – Reconstruct I-57 Bridge over WB Cross Connection from I-94 and  
Tunnel over SB I-94

December 21, 2004 – July 4, 2005

**62694** – NB Retaining Walls and Ramps from 71st to I-57 and 71st to 75th Street  
C-D System

February 28, 2005 – December 30, 2005

**62695** – SB Retaining Walls and Ramps from 71st Street to I-57 and 71st to 75th  
Street C-D System

February 28, 2005 – December 30, 2005

### **Construction Year 2006**

**62592** – NB Outside Lanes (4, 5, and Shoulder), 71st to I-57 and Miscellaneous  
Ramps

March 6 – October 27, 2006

Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan  
Ryan I-57 interchange

Replacement of the storm sewer

Retaining wall construction

**62593** – SB Outside Lanes (4, 5, and Shoulder), 71st to I-57 and Miscellaneous  
Ramps

March 6 – October 27, 2006

Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan  
Ryan I-57 interchange

Replacement of the storm sewer

Retaining wall construction

**62302** – SB Express Lanes 71st to 47th Streets

March 6 – October 27, 2006

Reconstruction of the express lanes between 67th and 47th Street

Construction of lanes 4 & 5 between 71st and 67th Street

**62300** – NB Express Lanes 71st to 31st Streets

March 6 – October 27, 2006

Reconstruction of the NB and SB express lanes between 71st to 31st  
Streets

**Construction Year 2007**

**62304** – NB Inside Lanes (1, 2 and 3, shoulder and barrier wall) from 71st Street and the I-57 Interchange and Miscellaneous Ramps

March – November 2007

- Reconstruction of the NB local lane 3
- Reconstruction of the I-57 interchange
- Replacement of the storm sewer
- Reconstruction of NB Dan Ryan inside Lanes 1 and 2
- Reconstruction of CTA wall

**62305** – SB Inside Lanes (1, 2 and 3, shoulder and barrier wall) from 71st Street and the I-57 Interchange and Miscellaneous Ramps

March – November 2007

- Reconstruction of the SB local lanes 3
- Reconstruction of the I-57 interchange
- Replacement of the storm sewer
- Reconstruction of SB Dan Ryan inside Lanes 1 and 2
- Reconstruction of CTA wall

**62303** – SB Local Lanes 71st to 31st Streets and Miscellaneous Ramps

March – November 2007

- Reconstruction of the local lanes between 67th and 47th Street
- Reconstruction of the local lanes 1, 2, and 3 between 71st and 67th Street
- Construction of the WB Skyway ramp to NB Dan Ryan Local

**62301** – NB Local Lanes 71st to 31st Street and Miscellaneous Ramps

March 7 – November 2007

- Reconstruction of the NB and SB local lanes between 47th to 31st Street

- c. The total area of the construction site is estimated to be 612 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is acres 433.

- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study, which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained in individual Soils Reports for each construction contract.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.

- f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents, which are incorporated by reference as a part of this plan.

## 2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms, which are attached to, and a part of, this plan:

### a. Erosion and Sediment Controls

- (i) Stabilization Practices. Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.
  - (A) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

#### Description of Stabilization Practices:

1. Temporary Erosion Control Seeding shall be applied in accordance with the Special Provision. Seed mixture will depend on the time of year it is applied. Oats will be applied from January 1 to July 31 and Hard Red Winter Wheat from August 1 to December 31.
2. Short Term Seeding - Seeding Class 2A shall be used to protect bare earth from more than just one or two summer-winter cycles. Due to the length and complexity of this project, it is necessary that short term, final graded slopes be short term seeded as directed by the Engineer.
3. Stone Riprap - Class A4 stone riprap with filter fabric will be used as protection at the discharge end of most storm sewer and culvert end sections to prevent scouring at the end of pipes and to prevent downstream erosion.

4. Temporary Tree Protection - Shall consist of items “temporary fencing” and “tree trunk protection” as directed by the engineer and in accordance with Article 201.05 of the Illinois Department of Transportation’s Standard Specifications for Road and Bridge Construction.
  5. Permanent Stabilization - All areas disturbed by construction will be stabilized as soon as permitted with permanent seeding following the finished grading, but always within seven days with Temporary Erosion Control Seeding. Erosion Blankets will be installed over fill slopes, which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seeds to germinate properly.
  6. Erosion Control Blankets and Mulching - Erosion control blankets will be installed over fill slopes and in high velocity areas that have been brought to final grade and seeded to protect slopes from erosion and allow seeds to germinate. Mulch will be applied in relatively flat areas to prevent further erosion.
- (ii) Structural Practices. Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices:

1. Sediment Control, Stabilized Construction Access - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access. The aggregate surface of the access points will capture soil debris, reducing the amount of soil deposits placed on to the roadway by vehicles leaving the work zones.
2. Inlet Filters - Inlet and Pipe Protection will be provided for storm sewers. These filters will be placed in every inlet, catch basin or manhole with an open lid, which will drain water during at least a 10-year storm event. The Erosion Control Plan will identify the structures requiring Inlet filters.
3. Sediment Control, Silt Fence - A silt fence will be placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are marked on the erosion control plans in each contract.

4. Sediment Control, Temporary Ditch Checks - Rolled excelsior ditch checks will be placed in swales at the rate of one for every 0.3 meters (1 foot) in vertical drop, or as directed by the Engineer, in order to prevent downstream erosion.
5. Sediment Control, Temporary Stream Crossing - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access over water channels. The aggregate surface of the crossing will reduce the amount of soil disturbance in the streams.
6. Sediment Control, Temporary Pipe Slope Drain - This item consists of a pipe with flared end sections, placed daily, along with anchor devices in conjunction with temporary berms that direct runoff down an unstabilized slope.
7. Sediment Control, Dewatering Basins will be provided at wherever the contractor is removing and discharging water from excavated areas and the water is not being routed through a sediment trap or basin.
8. Stone riprap will be provided at several storm and culvert outlets as a measure for erosion and sediment control where needed during and after the project.
9. Bridges will be designed to reduce the potential for scouring.
10. Underdrains will be used to minimize potential erosion caused by surface water flows by reducing the subsurface water which can cause failed pavements, unstable shoulders and other disturbed areas.
11. Covers will be placed on open ends of pipes in trenches.

The structural practices indicated above may not be used in every contract. The Erosion Control Plans included in every contract will indicate which structural practices are required for that contract.

**b. Storm Water Management**

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

Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices).

**The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

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

The Department proposes to remove vegetation within the project limits as necessary for construction. The Department proposes to revegetate according to the City of Chicago Landscape Framework Plan.

**c. Other Controls**

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

**d. Approved State or Local Plans**

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR40 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials: See Landscape Design and Erosion Control for further details. In addition, Guidance Memorandums #02-14 and #02-22 leading up to the ILR40NPDES Permit Requirements IDOT Strategies of Storm Water Management will be complied with along with Construction Memorandum 02-60.

### **3. Maintenance**

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan:

Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or pollution runoff in compliance with environmental law and EPA Water Quality Regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site. The construction field engineer on a weekly basis shall inspect the project to determine that erosion controls efforts are in place and effective and if other control is necessary. Sediment collected during construction by the various temporary erosion systems shall be disposed on the site on a regular basis as directed by the Engineer.

All erosion and sediment control measures will be checked weekly and after each significant rainfall (13 mm (0.5 inch) or greater in a 24 hour period). The following items will be checked:

Seeding - all erodable bare earth areas will be temporarily seeded and inspected on a weekly basis to minimize the amount of erodable surface within the contract limits.

Silt Filter Fence, all types

Erosion Control Blanket

Tree Protection

Ditch Checks

Temporary slope drains

Sediment/dewatering basins

Stabilized construction entrances

All maintenance of the erosion control systems will be the responsibility of the contractor. All locations where vehicles enter and exit the construction site and all other areas subject to erosion should also be inspected periodically. Inspection of these areas shall be made at least once every seven days and within 24 hours of the end of each 13 mm (0.5 inch) or greater rainfall, or an equivalent snowfall.

### **4. Inspections**

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

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters.

Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.

- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The report of noncompliance shall be mailed to the following address:

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

## **5. Non-Storm Water Discharges**

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

Dewatering activities for footing and pier construction of retaining walls and bridges will be a source of non-storm water discharge during construction. Contractors should discharge dewatering activities to a temporary settling basing surrounded by silt fence.

The cutting of joints in PCC pavements or bridge deck grooving will result in slurry. This slurry must be contained on the deck/pavement and cleaned up.



An additional source of non-storm water discharge during construction is the slurry from washing out redi-mix concrete trucks. Redi-mix concrete trucks should wash out in in designated areas surrounded by silt fence. After all PCC items have been constructed, the dried concrete wash material should be cleaned up and properly disposed of. It will be the contractor's responsibility to secure these designated areas for the duration of their use. The Engineer must approve the locations.

On site maintenance of equipment must be performed in accordance with environmental law, such as proper storage and no dumping of old engine oil or other fluids on site.

#### Good Housekeeping

1. An effort will be made to store only enough product required to do the job.
2. All materials stored on site will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
3. Products will be kept in their original containers with the original manufacturer's label.
4. Substances will not be mixed with one another unless recommended by the manufacturer.
5. The site superintendent will inspect daily to ensure proper use and disposal of materials on the site.
6. Whenever possible, all of a product will be used up before disposing of the container.
7. Follow manufacturer's recommended practices for use and disposal.



**Contractor Certification Statement**

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR40, issued by the Illinois Environmental Protection Agency on \_\_\_\_ \_\_\_\_, 2003.

Project Information:

Route	<u>I-90/94 Dan Ryan Expressway</u>	Marked	<u>Dan Ryan Expressway I-57 at Illinois Route 1 (Halsted St) &amp; I-90 at MLK to 31st Street</u>
Section	<u>See individual contract</u>	Project No.	<u>Various Contract Numbers – Refer to Attachment</u>
County	<u>Cook</u>		

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 40) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

Storm Water Pollution Prevention Plan – Attachment  
Project Limits: Dan Ryan Expressway I-57 at Illinois Route 1 (Halsted St) & I-90 at MLK to 31st Street

Attachment: Contract Numbers and Description. Note that the contract numbers are listed in numerical order.

<b>IDOT Contract No.</b>	<b>Description</b>
62300	Reconstruct NB Express Lanes from 31st Street to 71st Street
62301	Reconstruct NB Local Lanes from 31st St. to Wentworth Ave. and Misc. Ramps
62302	Reconstruct SB Express Lanes from 31st Street to 71st Street
62303	Reconstruct SB Local Lanes from 31st St. to Wentworth Ave. and Misc. Ramps
62304	Reconstruct NB Inside Lanes (1-3, shoulder and barrier wall) from 71st Street to I-57 Interchange
62305	Reconstruct SB Inside Lanes (1-3, shoulder and barrier wall) from 71st Street to I-57 Interchange
62573	Shoulder Rehabilitation from 47th St. to 71st St.
62584	Reconstruct NB ramps between 31st and 39th Street and Shoulder Rehabilitation
62585	Reconstruct SB ramps between 31st and 39th Street and Shoulder Rehabilitation
62586	Reconstruct 57th St. Bridge, and Frontage Rds., Retaining Walls, and Ramps between 47th and 59th. Streets
62587	Wentworth Avenue Overpass Reconstruction and Wells Street Realignments
62589	Skyway Interchange Bridges and Local Lanes from Wentworth Avenue to 67th Street
62590	Reconstruct 67th St. Bridge and NB and SB C-D System between 67th and 71st St.
62591	Storm Sewer Jacking & Collector Sewers from 67th Street to 95th Street.
62592	Reconstruct NB Outside Lanes (4, 5, shoulder) from 71st to I-57 Interchange
62593	reconstruct SB Outside Lanes (4, 5, shoulder) from 71st to I-57 Interchange
62594	Reconstruct NB and SB C-D System and Ramps between 79th and 83rd Streets
62691	Reconstruct Watermain crossings under Dan Ryan from 32nd to 63rd
62692	Reconstruct Watermain Crossings Under the Dan Ryan from 75th St. to I-57 Interchange
62693	Frontage Rds., Retaining Walls, and Ramps between 59th. and 63rd.
62694	Reconstruct NB Retaining Walls & Ramps from 71st to I-57 Interchange, and 71st to 75th C-D System
62695	Reconstruct SB Retaining Walls & Ramps from 71st to I-57 Interchange, and 71st to 75th C-D System
TBA	Reconstruct NB I-57 Bridge over WB cross connection from I-94 & tunnel over SB I-94

## ILLINOIS DEPARTMENT OF LABOR

### PREVAILING WAGES FOR COOK COUNTY EFFECTIVE JULY 2009

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

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

# Cook County Prevailing Wage for July 2009

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		29.930	0.000	1.5	1.5	2.0	9.170	9.260	0.000	0.320
BOILERMAKER		BLD		41.230	44.940	2.0	2.0	2.0	6.720	8.940	0.000	0.350
BRICK MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		41.850	43.850	1.5	1.5	2.0	8.600	9.810	0.000	0.220
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.		BLD		35.440	37.940	1.5	1.5	2.0	7.400	7.660	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRIC PWR GRNDMAN		ALL		30.110	44.970	1.5	1.5	2.0	7.120	8.850	0.000	0.230
ELECTRIC PWR LINEMAN		ALL		38.600	44.970	1.5	1.5	2.0	9.110	11.34	0.000	0.290
ELECTRICIAN		ALL		39.400	42.000	1.5	1.5	2.0	10.83	8.740	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		44.930	50.550	2.0	2.0	2.0	9.525	8.210	2.700	0.000
FENCE ERECTOR		ALL		30.700	32.200	1.5	1.5	2.0	7.950	8.430	0.000	0.500
GLAZIER		BLD		37.000	38.500	1.5	1.5	2.0	7.340	12.05	0.000	0.740
HT/FROST INSULATOR		BLD		42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.520
IRON WORKER		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		40.530	42.530	1.5	1.5	2.0	7.000	7.670	0.650	0.000
MARBLE FINISHERS		ALL		28.650	0.000	1.5	1.5	2.0	7.920	9.970	0.000	0.550
MARBLE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	43.800	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	2	42.500	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	3	39.950	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		BLD	4	38.200	47.800	2.0	2.0	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		FLT	1	47.250	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	2	45.750	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	3	40.700	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		FLT	4	33.850	47.250	1.5	1.5	2.0	6.850	5.600	1.900	0.000
OPERATING ENGINEER		HWY	1	42.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	2	41.450	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	3	39.400	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	4	38.000	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
OPERATING ENGINEER		HWY	5	36.800	46.000	1.5	1.5	2.0	9.600	6.550	1.900	1.000
ORNAMNTL IRON WORKER		ALL		39.050	41.300	2.0	2.0	2.0	7.950	13.19	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	8.350	9.400	0.000	0.670
PAINTER SIGNS		BLD		30.820	34.600	1.5	1.5	1.5	2.600	2.470	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		43.150	46.150	1.5	1.5	2.0	7.660	9.550	0.000	1.570
PLASTERER		BLD		38.100	40.390	1.5	1.5	2.0	7.500	8.440	0.000	0.400
PLUMBER		BLD		43.000	45.000	1.5	1.5	2.0	9.110	5.960	0.000	1.030
ROOFER		BLD		36.400	39.400	1.5	1.5	2.0	6.950	4.670	0.000	0.330
SHEETMETAL WORKER		BLD		39.130	42.260	1.5	1.5	2.0	9.130	11.83	0.000	0.610
SIGN HANGER		BLD		27.360	28.210	1.5	1.5	2.0	4.350	2.530	0.000	0.000
SPRINKLER FITTER		BLD		40.500	42.500	1.5	1.5	2.0	8.500	6.850	0.000	0.500
STEEL ERECTOR		ALL		40.250	42.250	2.0	2.0	2.0	9.950	14.74	0.000	0.300
STONE MASON		BLD		38.030	41.830	1.5	1.5	2.0	8.000	9.970	0.000	0.550
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.380
TERRAZZO MASON		BLD		39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD		40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY		24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL	3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150

TRUCK DRIVER	E	ALL	4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

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

COOK COUNTY

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in

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

COMMUNICATIONS ELECTRICIAN - Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

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

and exterior which are installed in a similar manner.

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

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

#### TERRAZZO FINISHER

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

#### OPERATING ENGINEERS - BUILDING

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

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

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

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

#### OPERATING ENGINEERS - FLOATING



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

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

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

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

#### OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

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

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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