

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

**IDOT is not responsible for any e-mail related failures.**

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or [garmantr@dot.il.gov](mailto:garmantr@dot.il.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 could result in a bid being rejected as irregular.

# 38

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting September 21, 2007

**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. 60A23  
COOK County  
Section 2005-048L  
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

S

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.

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

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

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

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

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

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

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. 60A23  
COOK County  
Section 2005-048L  
Route FAI 94  
District 1 Construction Funds**

**Construction of 41 concrete pads and small retaining walls for high mast light towers along I-94 (Dan Ryan Expressway) between 71st Street and I-57 Interchange 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**

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 - 60A23

State Job # - C-91-290-05  
 PPS NBR - 1-74823-1650  
 County Name - COOK - -  
 Code - 31 - -  
 District - 1 - -  
 Section Number - 2005-048L

Project Number

Route  
 FAI 94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0322256	TEMP INFO SIGNING	SQ FT	154.000				
X0323426	SED CONT DR ST INL CL	EACH	170.000				
X0323973	SED CONT SILT FENCE	FOOT	4,987.000				
X0323974	SED CONT SILT FN MAIN	FOOT	1,247.000				
X0324433	LT TOWER SERV PAD 6	SQ FT	4,247.000				
X0324698	APPLY DUST SUP AGENTS	UNIT	3.000				
X0325132	SHAP & GRAD HM LT TWR	SQ YD	693.000				
X2500322	SEEDING CL 5A MOD	ACRE	0.500				
X7011015	TR C-PROT EXPRESSWAYS	L SUM	1.000				
X7015000	CHANGEABLE MESSAGE SN	CAL MO	12.000				
21101615	TOPSOIL F & P 4	SQ YD	4,681.000				
21101825	COMPOST F & P 6	SQ YD	1,510.000				
25000210	SEEDING CL 2A	ACRE	6.500				
25000400	NITROGEN FERT NUTR	POUND	585.000				
25000500	PHOSPHORUS FERT NUTR	POUND	585.000				



ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER - 60A23

State Job # - C-91-290-05  
 PPS NBR - 1-74823-1650  
 County Name - COOK- -  
 Code - 31 - -  
 District - 1 - -  
 Section Number - 2005-048L

Project Number

Route  
 FAI 94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25000600	POTASSIUM FERT NUTR	POUND	585.000				
25001800	SEEDING CL 4 MOD	ACRE	0.500				
25100630	EROSION CONTR BLANKET	SQ YD	33,328.000				
25200200	SUPPLE WATERING	UNIT	1,747.000				
28000250	TEMP EROS CONTR SEED	POUND	700.000				
28000300	TEMP DITCH CHECKS	EACH	16.000				
28000510	INLET FILTERS	EACH	85.000				
50300300	PROTECTIVE COAT	SQ YD	594.000				
60600605	CONC CURB TB	FOOT	132.000				
67100100	MOBILIZATION	L SUM	1.000				
70101800	TRAF CONT & PROT SPL	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	15.000				

**CONTRACT NUMBER**

**60A23**

**THIS IS THE TOTAL BID**

**\$ \_\_\_\_\_**

**NOTES:**

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

## 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 \$150,700.00. Sixty percent of the salary is \$90,420.00.

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code 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.

**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 sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

**CERTIFICATION STATEMENT**

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

\_\_\_\_\_  
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 \$90,420.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES \_\_\_ NO \_\_\_

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

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

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

**Form B: Identifying Other Contracts & Procurement Related Information** Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

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

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

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

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

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

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

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

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \_\_\_

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(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 \$90,420.00, (60 % of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \_\_\_

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(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 \_\_\_

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

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

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(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 \_\_\_

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(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.

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

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(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.

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

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**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: \_\_\_\_\_  
Name of Authorized Representative (type or print)

Completed by: \_\_\_\_\_  
Title of Authorized Representative (type or print)

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.**

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

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 SIGNED**

_____	
Name of Authorized Representative (type or print)	
_____	
Title of Authorized Representative (type or print)	
_____	_____
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. 60A23  
COOK County  
Section 2005-048L  
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 only if revisions are required.

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

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.



**RETURN WITH BID**

**Contract No. 60A23  
COOK County  
Section 2005-048L  
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.

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

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

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

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

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



RETURN WITH BID

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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We
as PRINCIPAL, and

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. 60A23  
COOK County  
Section 2005-048L  
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., September 21, 2007. 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. 60A23  
COOK County  
Section 2005-048L  
Route FAI 94  
District 1 Construction Funds**

**Construction of 41 concrete pads and small retaining walls for high mast light towers along I-94 (Dan Ryan Expressway) between 71st Street and I-57 Interchange 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

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

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**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 and govern the construction of FAI Route 94 (I-94), Section 2005-048L, in Cook County, Contract 60A23, 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) NB/SB  
Section: 2005-048 L  
County: Cook  
Contract: 60A23 (40B)

**LOCATION OF PROJECT**

The project is located along both northbound and southbound Interstate 94 (Dan Ryan Expressway), extending between 83<sup>rd</sup> Street on the north and through the I-57 Interchange to the Union Pacific Railroad on the west leg and Dr. M. L. King Jr. Drive on the east leg. The total length is approximately 2.24 miles.

**DESCRIPTION OF PROJECT**

The work within the I-94 Dan Ryan limits of construction consists of constructing 31 Portland Cement Concrete service pads and Concrete Curb, Type B (selected locations only) around high mast light towers (HMLT) installed in previous contracts. Included in this work is providing erosion control, traffic control protection, and other incidental and collateral work.

The high mast light towers and foundations have been completed as follows:

<u>HMLT Designations</u>	<u>Date</u>
6MAB2, 6OEF2, 6ACD2	November 2005
5PIJ2, 5PIJ3, 6PAB4	December 2005
6AIJ1, 6ACD1, 5MMN5, 6MMN1, 6AGH1	March 2006
6AGH2, 5MKL2, 6MKL1, 6MMN2, 6MMN3, 5MKL3, 6MMN4	May 2006
5MCD3, 5MCD2, 6MCD1, 5AGH5, 6MIJ1, 6AGH4	June 2006

60IJ1, 60IJ4, 6OKL1, 6OKL2

August 2006

6OMN4

October 2006

5OAB2, 6MAB3

November 2006

## **START DATE**

The contractor will not be allowed to proceed with any construction operations prior to April 1, 2008.

## **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.

### **LIGHTING & SURVEILLANCE (Contract 62583) Dan Ryan Contract 2**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
31 <sup>st</sup> ST to I-57 Interchange	April - 2005	December – 2007

### **I-57 CONVENTIONAL LIGHTING Contract 62937 (Dan Ryan Contract 2D)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
Halsted St to Railroad Bridge & AIS #5	May 2006	November 2007

### **MEDIAN LANDSCAPING & IRRIGATION SYSTEM (Contract 62934) Dan Ryan Contract 17G**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
71 <sup>st</sup> ST to I-57 Interchange	June 2008	November 2008

### **NB MAINLINE RECONSTRUCTION (Contract 62304) Dan Ryan Contract 20 AND BRIDGE RECONSTRUCTION**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
76 <sup>th</sup> ST to I-57 Interchange	May 2006	October 2007

### **SB MAINLINE RECONSTRUCTION (Contract 62593) Dan Ryan Contract 23**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
76 <sup>th</sup> ST to I-57 Interchange	May 2006	October 2007

### **NB MAINLINE LANES 1-5 Contract 60B17 (Dan Ryan Contract 20C)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
79 <sup>th</sup> ST to 71 <sup>st</sup> ST	May 2006	October 2007

**SB MAINLINE LANES 1-5 Contract 60B18 (Dan Ryan Contract 23C)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
79 <sup>th</sup> ST to 71 <sup>st</sup> ST	May 2006	October 2007

**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> ST to I-57/BF Interchange	June 2008	November 2008

**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> ST to I-57/BF Interchange	June 2008	November 2008

**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	September 2008	November 2008

**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	September 2008	November 2008

**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	August 2008	November 2008

**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	November 2008	November 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	November 2008	November 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	November 2008	November 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	January 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	January 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>
94 <sup>th</sup> ST to 88 <sup>th</sup> ST	January 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>
94 <sup>th</sup> St to 88 <sup>th</sup> St	January 2009	November 2009

**FLUTED KNEE WALL ALONG LAFAYETTE AVE. (Contract 62979) Dan Ryan Contract 26C**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
87 <sup>th</sup> ST to 85 <sup>th</sup> ST	November 2008	November 2009

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

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
85 <sup>th</sup> ST to 83 <sup>rd</sup> ST	November 2008	November 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>
79 <sup>th</sup> ST to 74 <sup>th</sup> ST	November 2008	November 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>
74 <sup>th</sup> ST to 71 <sup>st</sup> ST	January 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	January 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	January 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	March 2009	June 2010

**OVERHEAD BRIDGES (OVER DAN RYAN EPWY/BISHOP FORD FWY)**

<u>Location</u>	<u>Letting Date</u>	<u>Tentative Completion Date</u>
71 <sup>st</sup> Street Bridge	October 2005	July 2007
91 <sup>st</sup> Street Bridge	March 2005	February 2007
Michigan Avenue Bridge	Dec 2004	July 2007

Supplemental to the requirements of the Standard Specifications Article 105.08-Cooperation Between Contractors--the Contractor shall identify all such work items at the beginning of the Contract, and coordinate sequence and timing for their execution with the other Contractors

through the Engineer. These work items shall be identified as separate line items in the Contractor's proposed Construction and Progress Schedule. For any conflicts between Contractor's schedules, the Department shall be consulted through the Engineer to determine a resolution. Additional compensation or extension of the contract time will not be allowed for work and/or progress and/or lack of progress affected by lack of such coordination by and between the Contractors.

The Contractor shall pay special attention to the staging and maintenance of traffic requirements as contained in the two (2) Mainline Reconstruction Contracts: NB Contract 62304 (20) and SB Contract 62593 (23). Their reconstruction work is scheduled for a completion date of October 2007 but may be delayed. During construction operations in the mainline, traffic will be shifted and maintained on lanes and shoulders directly adjacent to the service pad sites in this Contract. This may impact various construction efforts including, but not limited to, site access, material delivery and on-site storage, equipment movements and placement, and site restoration. These factors shall be accounted for in the development of the Contractor's proposed Construction and Progress Schedule.

## **ADVANCED PUBLIC NOTIFICATION**

### Description:

This work shall consist of furnishing, installing, maintaining, relocating for various stages of construction, and eventually removing the advanced signing.

### General:

The Contractor shall provide notice to the public a minimum of 14 days in advance of any work that requires the closure of lanes or ramps through the use of a changeable message sign or temporary information signing.

### Basis of Payment:

This work will be paid as CHANGEABLE MESSAGE SIGN in calendar months or TEMPORARY INFORMATION SIGNING in sq. ft.

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

### Description:

The Contractor shall submit a daily work schedule to the Resident 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. 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 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 and streets or the expressway. The Contractor shall provide an off-street parking facility for all vehicles and equipment. He should also provide any transportation required to get his employees to and from the work site. The Contractor will 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.

**LIGHT TOWER SERVICE PAD, 6"**

Description:

This work shall consist of the construction of Portland Cement Concrete high mast light tower service pads. The service pads shall be built to the lines and grades and dimensions shown on the plans. The work shall include the concrete, preformed joint filler, and welded wire fabric required for the installation of the service pad. When shown on the plans, a concrete curb, Type B shall be constructed with the service pad, including the required tie bars. The work to provide the curb will be paid for separately in accordance with the Standard Specifications and is not included in this pay item. This work shall be constructed in accordance with Section 424 of the Standard Specifications except as herein modified:

The rough grading for the service pad areas has been done under a separate contract according to the cross sections shown in the plans. Fine grading and subgrade preparation for the service pad area is paid for under pay item SHAPING AND GRADING AT HIGH MAST LIGHT TOWER.

Welded Wire Fabric shall meet the requirements of Section 1006.

Basis of Payment:

Light tower service pads will be paid for at the Contract unit price per square foot for LIGHT TOWER SERVICE PAD, 6" which shall be payment in full for the material and work described herein.

No additional compensation will be allowed for providing welded wire fabric or backfilling for the concrete pad as indicated in the plans or as directed by the Engineer.

## **SHAPING AND GRADING AT HIGH MAST LIGHT TOWER**

### **Description:**

This work shall consist of preparing the completed subgrade. It shall include shaping and final compaction of the earth for the construction of service pads. With the rough grading being included in previous contracts, the service pad area shall be restored by removing all vegetation, filling all depressions, and smoothing the surface.

Densities will be determined as provided in Article 205.06. All holes, ruts, soft places and other defects shall be corrected. In no case shall the service pads be placed on soft or unstable material, or over areas that are not drained in a manner satisfactory to the Engineer. If the subgrade is dusty or muddy, operations shall be delayed until it is in a condition satisfactory to the Engineer.

Surplus excavated material resulting from grading and shaping the subgrade shall be disposed of as directed by the Engineer. If additional material is required, it shall be obtained from the right-of-way if possible and approved by the Engineer. Where rolling of the subgrade is required, any areas, which are inaccessible to a roller, shall be compacted by either a mechanical or hand tamper meeting the approval of the Engineer.

When Portland Cement Concrete is being placed directly on the subgrade, the subgrade shall be moist, but not muddy, at the time of placing the concrete. If required by the Engineer, the prepared subgrade shall be saturated with water the previous night, or not less than six nor more than 20 hours prior to the placing of the concrete. If the subgrade subsequently becomes too dry, it shall be sprinkled again ahead of placing the concrete, in such a manner as not to form mud or puddles of water.

The subgrade will be checked and approved by the Engineer before construction of the service pad is started. The Engineer may stop construction work at any time the subgrade is not in proper condition for the placing of the service pads.

### **Maintenance:**

The finished subgrade shall be maintained in a smooth and compacted condition until the service pad and curb, if required, are placed.

### **Method of Measurement:**

All subgrade preparation will be measured for payment in square yards.

### **Basis of Payment:**

All subgrade preparation will be paid for at the Contract unit price per square yard for SHAPING AND GRADING AT HIGH MAST LIGHT TOWER, which shall include the excavation for removal or placement of all material within 2 in. of the grade and cross section shown on the plans or established by the Engineer. Excavation for the removal or placement of material outside this 2 in. tolerance will be paid for according to Article 109.04.



**SEEDING, CLASS 2A**

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

Article 250.07 Seeding Mixtures – Table 1

**Class 2A – Salt Tolerant Roadside Mixture**

Delete the following species:

Dawsons Red Fescue	20 Kg/Hectare (30 Lb/Acre)
Scaldis Hard Fescue	20 Kg/Hectare (30 Lb/Acre)

Add the following species:

Audubon Red Fescue	20 Kg/Hectare (30 Lb/Acre)
Rescue 911 Hard Fescue	20 Kg/Hectare (30 Lb/Acre)
Durar Hard Fescue	20 Kg/Hectare (30 Lb/Acre)

**SEEDING, CLASS 4 (MODIFIED) WOODLAND GRASSES  
 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 and mulch 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) seed mixture and the Class, 5A (Modified) shall be supplied in separate bags of three mix components: Temporary Cover, Permanent Grasses, and Wildflowers. All native seed species will be local genotype and will 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:

<u>CLASS – TYPE</u>	<u>SEEDS</u>	<u>PURE LIVE SEED LBS/ACRE</u>
4 (Modified) Woodland Grasses		16.5
	Andropogon scoparius (Little Bluestem)	3.5
	Bouteloua curtipendula (Side-oats Grama)	4.5
	Carex gravida (Heavy Sedge)	1.0
	Chasmanthium latifolium (Northern Sea Oats)	2.5
	Elymus Canadensis (Canada Wild Rye)	1.5
	Elymus villosis (Silky Wild Rye)	1.75
	Hystrix patula (Bottle Brush Grass)	1.0
	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		7.0	
Agastache nepetoides (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)			0.30
Echinacea purpurea (Purple Coneflower)		0.50	
Eupatorium purpureum (Purple Joe Pye Weed)		0.10	
Geranium maculatum (Wild Geranium)		0.35	
Juncus tenuis (Path Rush)		0.75	
Monarda fistulosa (Wild Bergamot)		0.30	
Penstemon digitalis (Foxglove Beardtongue)			0.35
Phlox divaricata (Blue Phlox)		0.25	
Polygonatum canaliculatum (communtatum) (Smooth Solomon's Seal)		0.40	
Pycnanthemum pilosum (Hairy Mountain Mint)		0.25	
Pycnanthemum virginianum (Mountain Mint)		0.25	
Rudbeckia hirta (Black-eyed Susan)		0.45	
Solidago caesia (Blue-stemmed Goldenrod)		0.15	
Solidago ulmifolia (Elm-leaved Goldenrod)		0.15	
Smilacina racemosa (Feathery False Solomon's Seal)		0.30	
Tradescantia ohiensis (Ohio Spiderwort)		0.30	
Veronicastrum virginicum (Culver's Root)		0.30	
Zizia aurea (Golden Alexander)		0.25	

Notes:

1. The seeding time for this work shall be November 15 to March 31. Seeding done outside of this time frame will not be measured for payment.
2. Purity and germination tests no older than twelve months old must 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).

## **EROSION CONTROL BLANKET**

This Special Provision revises Section 251 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket.

Delete Article 251.04(a) Excelsior Blanket.

## **COMPOST FURNISH AND PLACE, 6"**

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 and labor required to complete the work specified herein, including the cost of removing and disposing of any debris.

## **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.

## **SEDIMENT CONTROL, SILT FENCE**

This Special Provision revises Section 280 and Section 1080 of the Standard Specifications to eliminate the use of Perimeter Erosion Barrier and create two new items, one for Sediment Control, Silt Fence, and another for Sediment Control, Silt Fence Maintenance.

280.02 Materials. Revise Article 280.02 (f) to read:

“(f) Silt Fence

Article 1080.02”

1080.02 Geotextile Fabric. Add the following to Article 1080.02:

“Sediment Control, Silt Fence fabric shall conform to the specifications of AASHTO M288-00 for Temporary Silt Fence, < 50% elongation, unsupported. This fabric shall be 90 cm (36 in) in width.

Certification. The manufacturer shall furnish a certification with each shipment of silt fence material, stating the amount of product furnished, and that the material complies with these requirements.

Sediment Control, Silt Fence support posts shall be of 5x5 cm (2x2 in) nominal hardwood, a minimum of 1.2 m (48 in) long.”

280.04 Temporary Erosion Control Systems. Delete Article 280.04 (b) and replace with:

“(b) Sediment Control, Silt Fence. This silt fence shall consist of a continuous silt fence adjacent to an area of construction to intercept sheet flow of water-borne silt and sediment, and prevent it from leaving the area of construction.

The silt fence shall be supported on hardwood posts spaced on a maximum of 2.4 m (8 ft) centers. The bottom of the fabric shall be installed in a backfilled and compacted

trench a minimum of 150 mm (6 in) deep and securely attached to the hardwood post by a method approved by the Engineer. The minimum height above ground for all silt fence shall be 760 mm (30 in)."

280.05 Maintenance. Add the following to Article 280.05:

"Sediment Control, Silt Fence Maintenance shall consist of maintaining silt fence that has fallen down or become ineffective as a result of natural forces. This work shall include the removal of sediment buildup from behind the silt fence when the sediment has reached a level of half the above ground height of the fence, or as directed by the Engineer.

Silt fence damaged by the Contractor's operations or negligence shall be repaired at the Contractor's expense, or as directed by the Engineer."

280.07 Method of Measurement. Revise Article 280.07 (c) to read:

"(c) Sediment Control, Silt Fence. This work will be measured for payment in meters (feet) in place when removed. Silt fence designated not to be removed, by either the plans or the Engineer, will be measured for payment by this item also.

Sediment Control, Silt Fence Maintenance. This work will be measured for payment, each incident, in meters (feet) of silt fence cleaned, reerected, or otherwise maintained."

280.08 Basis of Payment. Revise Article 280.08 (c) to read:

"(c) Sediment Control, Silt Fence. This work will be paid for at the contract unit price per meter (foot) for SEDIMENT CONTROL, SILT FENCE.

Sediment Control, Silt Fence Maintenance. This work will be paid for at the contract unit price per meter (foot) for SEDIMENT CONTROL, SILT FENCE MAINTENANCE."

## **TEMPORARY DITCH CHECKS**

This Special Provision revises Section 280 of the Standard Specifications to eliminate the use of Aggregate Ditch Checks and Hay and Straw Bales for Temporary Ditch Checks.

Add to Article 280.04(a) Temporary Ditch Checks: Temporary Ditch Checks shall be at least 3.66 meters (12 feet) or longer in length.

## **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 (847-705-4151) at least 72 hours in advance of beginning work.

#### STANDARDS

- 701101 -Off-Road Operations, Multilane, Less than 15' Away, For Speeds > 45 M.P.H.
- 701106 -Off-Road Operations, Multilane, More than 15' Away, For Speeds > 45 M.P.H.
- 702001 -Traffic Control Devices

#### DETAILS

- TC-17 Traffic Control Details For Freeway Shoulder Closures and Partial Ramp Closures
- TC-18 Signing For Flagging Operations At Work Zone Openings
- TC-22 Temporary Information Signing

#### SPECIAL PROVISIONS

- Work Zone Traffic Control (Lump Sum Payment)
- Keeping The Expressway Open To Traffic
- Traffic Control And Protection (Expressways)
- Traffic Control For Work Zone Areas
- Changeable Message Signs
- Temporary Information Signing
- Reflective Sheeting on Channelizing Devices

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

Effective: February 1, 1996      Revised: November 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, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

#### **KEEPING THE EXPRESSWAY OPEN TO TRAFFIC**

Whenever work is in progress on or adjacent to an expressway, 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 Contractor personnel shall be limited to these barricaded work zones and shall not cross the expressway.

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 lane, ramp and shoulder closures and seventy-two (72) hours in advance of all permanent and weekend closures on all Freeways and/or Expressways 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 (71st to South of 95<sup>th</sup>)**

**After Mainline Construction (when 5 lanes are open to traffic), Temporary One (1) Lane Closures will be permitted during the hours listed below:**

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

**LOCATION: I-57 (South of 95<sup>th</sup> Street to Halsted Street)**

**I-94 Bishop Ford (South of 95<sup>th</sup> Street to Martin Luther King Drive)**

**EB Connector**

**WB Connector**

**After Mainline Construction (in areas where 3 or 4 lanes are open to traffic), Temporary One (1) Lane Closures will be permitted during the hours listed below:**

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

**After Mainline Construction (in areas where 2 lanes are open to traffic), Temporary One (1) Lane Closures will be permitted during the hours listed below:**



WEEK NIGHT	TYPE OF CLOSURE	ALLOWABLE LANE CLOSURE HOURS	
		INBOUND (Northbound)	OUTBOUND (Southbound)
Sunday thru Thursday	One Lane	11:00 p.m. to 5:00 a.m.	12:01 a.m. to 6:00 a.m.
Friday	One Lane	11:00 p.m. (Fri) to 6:00 a.m. (Sat)	12:01 a.m. (Sat) to 7:00 a.m. (Sat)
Saturday	One Lane	11:00 p.m. (Sat) to 8:00 a.m. (Sun)	12:01 a.m. (Sun) to 9:00 a.m. (Sun)

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

Narrow lanes and permanent shoulder closures **will not** be allowed between December 1<sup>st</sup> and March 1<sup>st</sup>.

Full Expressway Closures **will not** be permitted.

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

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

All 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.

The Contractor will be required to cooperate with all other contractors when erecting lane closures on the expressway. All lane closures within three (3) miles of each other in one direction of the expressway shall be on the same side of the pavement. Lane closures on the same side of the pavement with a half (1/2) mile or less gap between the end of one work zone and the start of taper of next work zone should be connected. The maximum length of any lane closure on the project and combined with any adjacent projects shall be three (3) miles. Gaps between successive permanent lane closures shall be no less than two (2) miles in length.

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.

## **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, or 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 lanes and/or ramps to a minimum.

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.

### Signs

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall maintain, furnish, and replace at his own expense, any traffic sign or post which has been damaged or lost by the Contractor or a third party. The Contractor will not be held liable for third-party damage to large freeway guide signs".

### Exit Gore Signs

The exit gore signs as shown in Standard 701411 shall be a minimum size of 1.2m (48 inch) by 1.2m (48 inch) with 300mm (12 inch) capital letters and a 500mm (20inch) arrow.

### Drums/Barricades

Check barricades shall be placed in work areas perpendicular to traffic every 300m (1000'), one per lane and 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 lane. Check barricades, either Type I or II, or drums shall be equipped with the flashing light.

To provide sufficient lane widths (3m [10'] minimum) for traffic and also working room, the Contractor shall furnish and install vertical barricades with steady burn lights, in lieu of Type II or drums, along the cold milling and asphalt paving operations. The vertical barricades shall be placed at the same spacing as the drums.

#### Vertical Barricades

Vertical barricades shall not be used in lane closure tapers, lane shifts, 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.

#### Temporary Concrete Barrier Wall

Prismatic barrier wall reflectors shall be installed on both the face of the wall next to traffic and the top of all temporary concrete barrier walls. These reflectors shall be placed at 50 foot centers along tangents and at 25 foot centers on curves. The color of these reflectors shall match the color of the edgelines (yellow on the left and crystal or white on the right). If the base of the temporary concrete barrier wall is 12 inches or less from the travel lane, then the wall shall also have a 6 inch wide temporary pavement marking edgeline (yellow on the left and white on the right).

Method of Measurement: This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing traffic control devices required in the plans and these Special Provisions. Traffic control and protection required under Standards 701101 and 702001 will be included with this item.

#### Basis of Payment:

- a) This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, replace, relocate, and remove all Expressway traffic control devices required in the plans and specifications.

In the event the sum total value of all the work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for Traffic Control and Protection will be adjusted as follows:

$$\text{Adjusted contract price} = .25P + .75P [1+(X-0.1)]$$

Where "P" is the bid unit price for Traffic Control and Protection (Expressways):

$$\text{Where "X" = } \frac{\text{Difference between original and final sum total value of all work items for which traffic control and protection is required.}}{\text{Original sum total value of all work items for which traffic control and protection is required.}}$$

The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the Standard Specifications and only items which require use of Traffic Control and Protection.

- 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 a Contractor requested modifications.
- d) Temporary concrete barrier wall will be measured and paid for according to Section 704.

Impact attenuators, temporary bridge rail, and temporary rumble strips will be paid for separately.

All temporary pavement markings will be measured and paid for according to Section 703 and Section 780.

All pavement marking removal will be measured and paid for according to Section 703 or Section 783.

Temporary pavement marking at the base of the temporary concrete barrier wall will be measured and paid for as TEMPORARY PAVEMENT MARKING, 6".

All prismatic barrier wall reflectors will be measured and paid for according to Section 782.

## **TRAFFIC CONTROL FOR WORK ZONE AREAS**

Work zone entry and exit openings shall be established daily by the Contractor with the approval of the Engineer. All vehicles including cars and pickup trucks shall exit the work zone at the exit openings. All trucks shall enter the work zone at the entry openings. These openings shall be signed in accordance with the details shown elsewhere in the plans and shall be under flagger control during working hours.

The Contractor shall plan his trucking operations into and out of the work zone as well as on to and off the expressway to maintain adequate merging distance. Merging distances to cross all lanes of traffic shall be no less than 1/2 mile. This distance is the length from where the trucks enter the expressway to where the trucks enter the work zone. It is also the length from where the trucks exit the work zone to where the trucks exit the expressway. The stopping of expressway traffic to allow trucks to change lanes and/or cross the expressway is prohibited.

Failure to comply with the above requirements will result in a Traffic Control Deficiency charge. The deficiency charge will be calculated as outlined in Article 105.03(b) for Traffic Control Deficiency Deduction. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

## **CHANGEABLE MESSAGE SIGNS**

This item shall be as contained in Section 701 of the Standard Specifications except as follows:

"This message panel shall also be capable of being controlled by a Windows compatible computer from a remote location via a cellular linkage."

Two signs will be required for this contract. The signs shall be located as directed by the Engineer.

## **TEMPORARY INFORMATION SIGNING**

### Description:

This work shall consist of furnishing, installing, maintaining, relocating for various stages of construction and eventually removing temporary information signing.

### Materials:

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

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	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. 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 frontage road and/or within the construction zone shall be installed according to the requirements of Section 701 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 in advance 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 in advance by the Engineer.

Method of Measurement:

This work shall be measured for payment in square feet edge to edge of the sign panel (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 at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

## **SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING**

Description:

This work shall consist of cleaning sediment out of a drainage structure inlet filter when directed by the Engineer. This cleaning work is to be periodically performed as directed by the Engineer, for the duration of the use of each drainage structure inlet filter assembly. The Engineer will be sole judge of the need for cleaning, based on the rate that debris and silt is collected at each inlet filter location.

Cleaning of the inlet filter shall consist of inspecting, cleaning (includes removal and proper disposal of debris and silt that has accumulated in the filter bag), by vactoring, removing and dumping or any other method approved by the Engineer.

Method of Measurement:

Cleaning of the drainage structure inlet filter shall be measured for payment each time that the cleaning work is performed at each of the drainage structure inlet filter locations.

Basis of Payment:

The work will be paid for at the contract unit price per each for SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING, which price shall include all costs for labor, materials, equipment, and incidentals necessary to perform the work.

## **CONSTRUCTION AIR QUALITY - DUST CONTROL**

Description. This work shall consist of developing and implementing a detailed Dust Control Plan (DCP). Development of a DCP is required in "Non-attainment" and "Maintenance" areas, per Article 107.36 of the Standard Specifications. All construction activities shall be governed by the DCP. The nature and extent of dust generating activities, and specific control techniques appropriate to specific situations shall be discussed at the pre-construction meeting, with subsequent development of the DCP to include but not be limited to the requirements below.

The Contractor is responsible for the control of dust at all times during the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays. This work shall be considered complete after the completion of all permanent erosion

control measures required for the contract, and after all temporary and permanent seeding has taken place. Work on this contract shall be conducted in a manner that will not result in generating excessive air borne particulate matter (PM) or nuisance dust conditions.

The DCP shall include legible copies of the product literature and Material Safety Data Sheets for dust suppression agents and stabilizers the contractor proposes to use. The Dust Control Plan shall involve the implementation of control measures before, during and after conducting any dust generating operation. These controls must be in place on non-working days and after working hours, not just while work is being done on the site. The Dust Control Plan must contain information specific to the project site, proposed work, and dust control measures to be implemented. A copy of the Dust Control Plan must be available on the project site at all times.

The Dust Control Plan must contain, at a minimum, all of the following information:

Name, address and phone number of the person(s) responsible for the dust generating operation and for the submittal and implementation of the Dust Control Plan.

A drawing specifying the site boundaries of the project with the areas to be disturbed, the locations of the nearest public roads, and all planned exit and entrance locations to the site from any paved public roadways.

Control measures to be applied to all actual and potential fugitive dust sources before, during and after conducting any dust generating operation, including non-work hours and non-work days.

A list of dust suppressants to be applied, including product specifications, Material Safety Data Sheets, and product label instructions that include the method, frequency and intensity of applications; and information on the environmental impacts and approval or certifications related to the appropriate and safe use for ground applications.

A contingency plan consisting of at least one contingency measure for each activity occurring on the site in case the primary control measure proves inadequate.

The Contractor shall submit two copies of the DCP that outlines in detail the measures to be implemented by the Contractor complying with this section, including prevention, cleanup, and other measures at least 14 days before beginning any dust generating activity. The Contractor shall not begin any dust generating activities until the Engineer approves the DCP in writing. Failure to comply with the DCP or provisions herein will subject the contractor to an "Environmental Deficiency Deduction," as outlined below.

### Materials

#### 1. Dust Suppression Agents

Dust suppression agents shall be water soluble, non-toxic, non-reactive, non-volatile, and non-foaming. The use of petroleum for dust control is prohibited.

Calcium Chloride shall conform to the requirements of Article 1013.01 of the Standard Specifications. Other commercially available dust suppression agents may be substituted for calcium chloride subject to the approval of the Engineer. Material Safety Data Sheets must be reviewed and approved by the Engineer prior to the use of any substances other than Calcium Chloride.

Water shall meet the requirements of Section 1002 of the Standard Specifications.

2. Soil stabilizers shall consist of seed and mulch meeting the requirements of Article 1081.06 (a) (2) and (3).
3. Covers for stockpiles shall be commercially available plastic tarps, or other materials approved by the Engineer.

Construction Methods. Dust suppression agents shall be used to provide temporary control of dust on haul roads and other active work areas. Several applications per day may be necessary to control dust depending upon meteorological conditions and work activity. The Contractor shall apply dust suppression on a routine basis as necessary or as directed by the Engineer to control dust. Wet suppression consists of the application of water or a wetting agent in solution with water. Wetting agents shall not be applied directly to live plant material. Wet suppression equipment shall consist of sprinkler pipelines, tanks, tank trucks or other devices approved by the Engineer, capable of providing a regulated flow, uniform spray and positive shut off.

Calcium chloride dust suppression agents may be used in lieu of wet suppression only when freezing conditions exist. Calcium chloride shall be uniformly applied by a mechanical spreader at a rate of 1 and 1/2 pounds per square yard or its equivalent liquid, unless otherwise directed by the Engineer. Calcium chloride shall not be directly applied to live plant material.

Calcium chloride must not be stored outdoors without an impermeable cover. Storage must be on an impermeable surface such as paved asphalt or appropriately treated concrete of sufficient thickness to avoid exfiltration. Storage should be as airtight as possible to limit the calcium chloride's absorbing moisture from the air. No storage facilities will be allowed within 100 feet of a storm sewer, or any other drain. Positive drainage must be maintained on all treated surfaces. Ditches, culverts and other structures must be kept clean to ensure proper drainage and to limit the amount of water infiltrating earth surfaces and thereby leeching out chlorides. If calcium chloride is applied dry, or during dry periods, and crystals are seen on the road surface, the road should be wetted sufficiently to dissolve the calcium chloride. Wetting should be limited to an amount that will sufficiently cause the calcium chloride to penetrate the surface but not to the point of causing any runoff from the road surface. Other approved dust suppression agents shall be applied and used as per the manufacturer's instructions.

Haul truck cargo areas shall be securely covered during the transport of materials on public roadways that are prone to cause dust.

Public Roadway Dust Control. Track out, including carryout and spillage of material that adheres to the exterior surfaces of or are spilled from motor vehicles and/or equipment and subsequently fall onto a paved public roadway must be controlled at all times. Clean up of carryout and spillage is required immediately if it extends a cumulative distance of 50 feet or more on a paved public roadway. If the extent of carryout is less than 50 feet, clean up at the end of the day is permissible. Clean up of paved surfaces shall be by wet spray power vacuum street sweeper. Dry power sweeping is prohibited.



Control of Earthwork Dust. During batch drop operations (i.e. earthwork with a front-end loader, clamshell bucket, or backhoe), the free drop height of excavated or aggregate material shall be reduced to minimum heights as necessary to perform the specified task, and to minimize the generation of dust. To prevent spills during transport, a minimum of 2 inches of freeboard space shall be maintained between the material load and the top of the truck cargo bed rail. A maximum drop height of two feet (or minimum height allowed by equipment) will be allowed, or to heights as directed by the Engineer.

Control of Dust on Stockpiles and Inactive Work Areas. The Contractor shall use the following methods to control dust and wind erosion of stockpiles and inactive areas of disturbed soil:

Dust suppression agents shall be used during active stockpile load-in, load-out, and maintenance activities.

Soil stabilizers (hydraulic or chemical mulch) shall be applied to the surface of inactive stockpiles and other inactive areas of disturbed soil. Final grading and seeding of inactive areas shall occur immediately after construction activity is completed in an area and as directed by the Engineer.

Plastic tarps may be used on small stockpiles, secured with sandbags or an equivalent method approved by the Engineer, to prevent the cover from being dislodged by the wind. The Contractor shall repair or replace the covers whenever damaged or dislodged at no additional cost.

Method of Measurement. All measuring devices shall be furnished by the Contractor and approved by the Engineer.

Calcium chloride and other approved dust suppression agents shall be mixed with water at the rate specified by the manufacturer and measured for payment in units of 1000 Gallons of solution applied.

The application of soil stabilizers shall be measured by weight (pounds) of soil stabilizer. The soil stabilizer will then be added to water to form a solution in accordance with the manufacturer's recommendation.

All other dust control measures will not be measured for payment.

Basis of Payment. The application of dust suppression agents shall be paid for at the contract unit price per unit for APPLYING DUST SUPPRESSION AGENT.

Soil stabilizers will be paid for at the contract price per pound for SOIL STABILIZERS.

All other dust control measures will not be paid for directly but shall be considered as included in the various items involved and no additional compensation will be allowed.

**CEMENT (BDE)**

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

**“SECTION 1001. CEMENT**

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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

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

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

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.

(1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.

(2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.

(3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.

(4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium

oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO<sub>3</sub>), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

#### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 5.0% 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 DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at [www.dot.il.gov](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 firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The

Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five working day period in order to cure the deficiency.

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

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

- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

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



However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

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

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

**ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)**

Effective: January 1, 2007

Revised: August 1, 2007

Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".

- Page 154 Article 312.05. In the second line of the fifth paragraph change “180 °C” to “175 °C”.
- Page 207 Article 406.14. In the second line of the second paragraph change “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;” to “MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;”.
- Page 237 Article 420.18. In the second line of the first paragraph change “October 15” to “November 1”.
- Page 345 Article 505.08(l). In the third line of the first paragraph change “1/8 mm” to “1/8 in.”.
- Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change “is” to “in”.
- Page 379 Article 512.15. In the first and sixth lines of the third paragraph change “50 percent” to “ten percent”.
- Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change “drillingpouring” to “pouring”.
- Page 390 Article 520.02(h). Change “1027.021” to “1027.01”.
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:  
“Excavation in rock will be measured for payment according to Article 502.12.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07.”
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:  
“Excavation in rock will be paid for according to Article 502.13.  
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08.”
- Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.
- Page 465 Article 551.06. In the second line of the first paragraph change “or” to “and/or”.
- Page 585 Article 701.19(a). Add “701400” to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete “701400” from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:  
“(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05.”

- Page 587 Article 701.20(b). Delete “TRAFFIC CONTROL AND PROTECTION STANDARD 701400;” from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.  
“(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06.”
- Page 639 Article 805.04. In the first line of the second paragraph change “changes” to “charges”.
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete “5.65 (TY III)”, and add to the maximum cement factor for Class PC Concrete “7.05 (TY III)”.
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete “335 (TY III)”, and add to the maximum cement factor for Class PC Concrete “418 (TY III)”.
- Page 800 Article 1030.05(a)(12). Revise “Dust Collection Factor” to “Dust Correction Factor”.
- Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 800 Article 1030.05(a). Add to the list of QC/QA documents “(16) Calibration of Equipment for Asphalt Content Determination”.
- Page 809 Article 1030.05. Revise the subparagraph “(a) Quality Assurance by the Engineer.” to read “(e) Quality Assurance by the Engineer.”.
- Page 889 Article 1069.02(a)(2). In the third line of the first paragraph add “stainless steel” in front of “screws”.
- Page 889 Article 1069.02(b). Delete the third paragraph.
- Page 890 Article 1069.02(c). Delete subparagraph (c).
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise “(300 µm)” to “(600 µm)”.
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise “ASTM D 4894” to “ASTM D 4895”.
- Page 1076 In the Index of Pay Items delete the pay item “BITUMINOUS SURFACE REMOVAL – BUTT JOINT”.

## **LEGAL REQUIREMENTS TO BE OBSERVED (BDE)**

Effective: August 1, 2007

Revise Article 107.01 of the Standard Specifications to read:

**“107.01 Legal Requirements to be Observed.** The Contractor warrants that it is, and that it shall keep fully informed of all legal requirements found in Federal, State, and local laws, ordinances, rules and regulations, and all orders, decrees, notices of violation or enforcement actions issued by any judicial or administrative body, board, agency, or tribunal having any jurisdiction or authority, that in any manner affect those engaged or employed to perform the work of the contract, or that affect the performance and conduct of the work of the contract. Unless otherwise provided in the contract, the Contractor shall obtain and keep current all permits and licenses, and give all notices required for the performance of the work of the contract that may be required by all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions. The Contractor shall observe and obey all such laws, ordinances, rules, regulations, orders, decrees, notices, and actions; and shall indemnify and save harmless the State, the Department and all of its officers, agents, employees, and servants against any claim, liability, fine, or monetary assessment arising from the breach of this article or the violation of any such law, ordinance, rule, regulation, order, decree, notice or action, whether by the Contractor, a subcontractor, a supplier of material or service, others engaged by the Contractor, or the employees of any of them. Except as expressly mandated by law or regulation, or otherwise provided in the contract, the Department shall not be responsible for monitoring the Contractor’s compliance with any law, ordinance, rule, regulation, order, decree, notice, or action. However, on noticing any violation of a legal requirement, the Department will notify the Contractor and the agency responsible for enforcement. The Department will cooperate with other agencies in their efforts to enforce legal requirements and may assist any such agency’s effort to obtain Contractor compliance. The Contractor shall comply fully with any and all requests made by the Department within the time specified. The obligations of the Contractor under this article shall not be released or diminished by the issuance of any notice of violation or enforcement action to or in the name of the Department.”

## **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.

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

Effective: April 1, 2007

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

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

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

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

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

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

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

**REINFORCEMENT BARS (BDE)**

Effective: November 1, 2005

Revised: January 1, 2007

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

“(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reinforcement Bar and Dowel Bar Plant Certification Procedure”. The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.



CHEMICAL COMPOSITION		
Element <sup>1/</sup>	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin <sup>4/</sup>	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
  - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
  - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

**SEEDING (BDE)**

Effective: July 1, 2004

Revised: August 1, 2007

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

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

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

TABLE II						
Variety of Seeds	Hard Seed % Max.	Purity % Min.	Pure Live Seed % Min.	Weed % Max.	Secondary * Noxious Weeds No. per oz (kg) Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

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

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

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

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland

Cement Concrete Level III Technician” course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

**TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002

Revised: August 1, 2007

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

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

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

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

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

“Temporary ditch checks shall be constructed with rolled excelsior, products from the Department’s approved list, or with aggregate when specified.”

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

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

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

Revise Article 1081.15(f) of the Standard Specifications to read:

“(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm).”



**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 30 working days.

**EQUIPMENT RENTAL RATES (BDE)**

Effective: August 2, 2007

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 rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book). The applicable hourly rate is defined as the FHWA hourly rate, from the time period the force account work begins, adjusted for both the model year of the equipment and the Illinois region. 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 according to:  $0.5 \times (\text{AHR} - \text{EOC})$ .

Where: AHR = Applicable Hourly Rate (defined above)  
EOC = Estimated Operating Costs per hour (from the Blue Book)

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.”

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

Effective: April 2, 2004

Revised: April 1, 2007

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

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

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

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

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = CBP_M - CBP_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

**Contract No.:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract plans?

Yes  No

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**STORM WATER POLLUTION PREVENTION PLAN**

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 15th Street</u>
Section	<u>See individual contract</u>	Project No.	<u>Various Contract Numbers – 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.

**1. Site Description**

*[Signature]* *August 5, 2003*  
Signature Date  
 a. The following is a description of the construction activity which is the subject of this plan:  
*District Engineer*  
Title

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 15th 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 segment from 31<sup>st</sup> Street to 15<sup>th</sup> Street includes the rehabilitation of the viaduct portion of the Dan Ryan expressway. This work involves scarifying and overlaying the entire existing bridge deck with a new concrete overlay along with the removal and replacement of expansion joints and bearing pads and various other repairs.

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 65 <sup>th</sup> Street to 64 <sup>th</sup> 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.

The northern portion of the project, in the vicinity of 26<sup>th</sup> Street, spans the South Branch of the Chicago River. The closed drainage system of the Dan Ryan viaduct from 28<sup>th</sup> Street to 15<sup>th</sup> Street will be maintained in its entirety. There are no other 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 Watermain 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 and reconstruct 67<sup>th</sup> St. bridge

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

**62693** – Retaining Walls, Ramps and Frontage Roads 59th to 63rd Streets

August 1, 2004 – October 31, 2005

- Reconstruction of the frontage roads, Wells Street and Wentworth Avenue, between 59th and 63rd Streets
- Construction of new ramps between 63rd and 47th Street
- 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 Watermain Crossings under the Dan Ryan from 75th Street to the I-57 Interchange

September 27, 2004 – July 1, 2005

#### **Construction Year 2005 - 2006**

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

September 1, 2005 – July 31, 2006

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

September 1, 2005 – July 31, 2006

#### **Construction Year 2006 - 2007**

**62580** – NB Elevated Bridge Repair from 15<sup>th</sup> Street to 28<sup>th</sup> Street

March 15 – October 21, 2006

- Rehabilitation of NB mainline lanes and ramps

**62304** – NB Mainline Lanes, 71st to I-57 and Reconstruction of the NB I-57 Bridge over the WB cross connection from I-94

August 1, 2006 – November 30, 2007

- Reconstruction of the NB mainline for the Dan Ryan through the I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction
- Reconstruction of the CTA wall

**62593** – SB Mainline Lanes, 71st to I-57

August 1, 2006 – November 30, 2007

- Reconstruction of the SB mainline for the Dan Ryan through the I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction
- Reconstruction of the CTA wall

**62302** – SB Express Lanes 71st to 31st Streets

March 6 – October 31, 2006

- Reconstruction of the SB express lanes between 71<sup>st</sup> and 47<sup>th</sup> Street
- Replacement of the storm sewer
- Reconstruction of the CTA wall

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

March 6 – October 31, 2006

- Reconstruction of the NB express lanes between 71<sup>st</sup> and 47<sup>th</sup> Street
- Replacement of the storm sewer
- Reconstruction of the CTA wall

**62303** – SB Local Lanes, 63<sup>rd</sup> to 31<sup>st</sup> Streets and Miscellaneous Ramps

March 1 – October 31, 2007

- Reconstruction of the SB local lanes between 63<sup>rd</sup> and 31<sup>st</sup> Streets
- Replacement of the storm sewer

**62301** – NB Local Lanes, 63<sup>rd</sup> to 31<sup>st</sup> Streets and Miscellaneous Ramps

March 7 – November 2007

- Reconstruction of the NB local lanes between 63<sup>rd</sup> and 31<sup>st</sup> Streets
- Construction of the WB Skyway to NB Dan Ryan ramp to the local lanes
- Replacement of the storm sewer

**62581** – SB Elevated Bridge Repair from 15<sup>th</sup> to 28<sup>th</sup> Streets

March 1 – October 31, 2007

- Rehabilitation of SB mainline lanes and ramps

- 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 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.

- (i) 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.**
- (ii) 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).
- (iii) 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:

1. 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.
2. Silt Filter Fence, all types
3. Erosion Control Blanket
4. Tree Protection
5. Ditch Checks
6. Temporary slope drains
7. Sediment/dewatering basins
8. 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 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 SEPTEMBER 2007

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 September 2007

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		33.150	33.650	1.5	1.5	2.0	7.970	5.680	0.000	0.220
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	7.860	4.910	0.000	0.000
BOILERMAKER		BLD		38.540	42.000	2.0	2.0	2.0	6.720	7.440	0.000	0.300
BRICK MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
CARPENTER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
CEMENT MASON		ALL		39.850	41.850	2.0	1.5	2.0	7.490	6.520	0.000	0.170
CERAMIC TILE FNSHER		BLD		28.520	0.000	2.0	1.5	2.0	5.650	5.750	0.000	0.330
COMM. ELECT.		BLD		33.940	36.440	1.5	1.5	2.0	7.200	5.590	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090	43.450	1.5	1.5	2.0	6.450	8.390	0.000	0.220
ELECTRIC PWR LINEMAN		ALL		37.300	43.450	1.5	1.5	2.0	8.310	10.77	0.000	0.280
ELECTRICIAN		ALL		37.800	40.400	1.5	1.5	2.0	10.00	7.650	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		42.045	47.300	2.0	2.0	2.0	8.275	6.060	2.520	0.550
FENCE ERECTOR		ALL		28.640	30.140	1.5	1.5	2.0	7.750	5.970	0.000	0.350
GLAZIER		BLD		33.000	34.500	1.5	2.0	2.0	6.740	10.15	0.000	0.600
HT/FROST INSULATOR		BLD		33.300	35.050	1.5	1.5	2.0	7.860	8.610	0.000	0.310
IRON WORKER		ALL		39.250	41.250	2.0	2.0	2.0	9.950	12.74	0.000	0.300
LABORER		ALL		33.150	33.900	1.5	1.5	2.0	7.970	5.680	0.000	0.220
LATHER		BLD		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
MACHINIST		BLD		38.390	40.390	2.0	2.0	2.0	4.880	6.550	2.650	0.000
MARBLE FINISHERS		ALL		27.680	0.000	1.5	1.5	2.0	7.520	8.770	0.000	0.440
MARBLE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
MATERIAL TESTER I		ALL		23.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MATERIALS TESTER II		ALL		28.150	0.000	1.5	1.5	2.0	7.970	5.680	0.000	0.220
MILLWRIGHT		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
OPERATING ENGINEER		BLD	1	41.550	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	2	40.250	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	3	37.700	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		BLD	4	35.950	45.550	2.0	2.0	2.0	6.850	5.600	1.900	0.700
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	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	3	37.150	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	4	35.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY	5	34.550	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
ORNAMNTL IRON WORKER		ALL		37.350	39.600	2.0	2.0	2.0	7.750	11.58	0.000	0.500
PAINTER		ALL		35.400	39.820	1.5	1.5	1.5	6.550	7.400	0.000	0.420
PAINTER SIGNS		BLD		28.970	32.520	1.5	1.5	1.5	2.600	2.310	0.000	0.000
PILEDRIVER		ALL		37.770	39.770	1.5	1.5	2.0	8.960	6.910	0.000	0.490
PIPEFITTER		BLD		40.000	42.000	1.5	1.5	2.0	8.660	7.550	0.000	1.120
PLASTERER		BLD		33.850	35.350	1.5	1.5	2.0	6.740	7.100	0.000	0.400
PLUMBER		BLD		39.700	41.700	1.5	1.5	2.0	8.170	4.560	0.000	0.940
ROOFER		BLD		33.650	35.650	1.5	1.5	2.0	6.460	3.310	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		25.340	26.190	1.5	1.5	2.0	4.180	2.250	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		36.250	37.750	2.0	2.0	2.0	8.970	10.77	0.000	0.300
STONE MASON		BLD		36.430	40.070	1.5	1.5	2.0	7.700	8.770	0.000	0.440
TERRAZZO FINISHER		BLD		29.290	0.000	1.5	1.5	2.0	5.650	6.940	0.000	0.270
TERRAZZO MASON		BLD		35.390	38.390	1.5	1.5	2.0	5.850	10.05	0.000	0.320
TILE MASON		BLD		34.600	38.600	2.0	1.5	2.0	5.650	7.000	0.000	0.460
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	29.950	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	2	30.200	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	E	ALL	3	30.400	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150

TRUCK DRIVER	E	ALL	4	30.600	30.600	1.5	1.5	2.0	6.150	4.800	0.000	0.150
TRUCK DRIVER	W	ALL	1	29.700	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	2	29.850	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	3	30.050	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TRUCK DRIVER	W	ALL	4	30.250	30.250	1.5	1.5	2.0	6.500	3.400	0.000	0.000
TUCKPOINTER		BLD		36.900	37.900	1.5	1.5	2.0	5.910	8.350	0.000	0.400

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 were 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.