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

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

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

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

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

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

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

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

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

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel. Proposal Bid Bonds are not required for Small Business Set-Asides.

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

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

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

### ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By

3	P

Name

Address

City

## Letting June 13, 2008

### NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 62994 COOK County Section 2324.6-1P-I-2 District 1 Construction Funds Route FAI 90/94

PLEASE MARK THE APPROPRIATE BOX BELOW:

A <u>Bid Bond</u> is included.

A Cashier's Check or a Certified Check is included.

Prepared	by

Checked by Printed by authority of the State of Illinois

S

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

### INSTRUCTIONS

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

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



### 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. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 District 1 Construction Funds

Removal of fencing, paved shoulder and guardrail along with excavation for construction of knee wall, concrete median surface and installation of impact attenuators and barrier terminal along I-94/90 (Dan Ryan Expressway) on northbound LaSalle Street from 33rd Street to 31st Street in Chicago.

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

BD 353A (Rev. 12/2005)

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

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

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

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

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

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

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

Attach Cashier's Check or	Certified Check Here
In the event that one proposal guaranty check is intended to cover two or more p of the proposal guaranties which would be required for each individual proposal. state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item
Sectio	n No
с	ounty

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

BD 354 (Rev. 11/2001)

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		Combination	Combination Bid				
No.	Sections Included in Combination	Dollars	Cents				

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

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 62994 NUMBER -

C-91-252-05 State Job # -PPS NBR -1-74823-1626 County Name -COOK--Code -31 - -District -1 - -Section Number - 2324.6-1P-I-2

Project Number

Route

FAI 90/94

ltem		Unit of					
Number	Pay Item Description	Measure	Quantity	X	Unit Price	=	Total Price
X0322256	TEMP INFO SIGNING	SQ FT	26.000				
X0323973	SED CONT SILT FENCE	FOOT	268.000				
X0323974	SED CONT SILT FN MAIN	FOOT	67.000				
X0324640	FLUTED KNEEWALL	FOOT	246.000				
X6065740	CONC MED SURF 5 MOD	SQ FT	48.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
20200100	EARTH EXCAVATION	CU YD	57.000				
21101645	TOPSOIL F & P 12	SQ YD	57.000				
25000210	SEEDING CL 2A	ACRE	0.030				
25000400	NITROGEN FERT NUTR	POUND	3.000				
25000500	PHOSPHORUS FERT NUTR	POUND	3.000				
25000600	POTASSIUM FERT NUTR	POUND	3.000				
25000800	GROUND PREP SEEDING	ACRE	0.020				
25100630	EROSION CONTR BLANKET	SQ YD	143.000				
42001300	PROTECTIVE COAT	SQ YD	5.000				

Page 1 4/3/2008

#### **ILLINOIS DEPARTMENT OF TRANSPORTATION** SCHEDULE OF PRICES CONTRACT 62994 NUMBER -

C-91-252-05 State Job # -1-74823-1626 PPS NBR -County Name -COOK--Code -31 - -District -1 - -Section Number - 2324.6-1P-I-2

Project Number

Route

FAI 90/94

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
44004250	PAVED SHLD REMOVAL	SQ YD	86.000				
50300225	CONC STRUCT	CU YD	0.720				
50300255	CONC SUP-STR	CU YD	0.600				
50300300	PROTECTIVE COAT	SQ YD	28.000				
50300510	RUSTICATION FINISH	SQ FT	8.000				
50800205	REINF BARS, EPOXY CTD	POUND	110.000				
66400550	CH LK FENCE 4 SPL	FOOT	275.000				
67100100	MOBILIZATION	L SUM	1.000				
70101800	TRAF CONT & PROT SPL	L SUM	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	6.000				

Page 2 4/3/2008 CONTRACT NUMBER

62994

THIS IS THE TOTAL BID \$

NOTES:

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

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

### I. GENERAL

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

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

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

### **II. ASSURANCES**

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

### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

#### 1. The Illinois Procurement Code provides:

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

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

### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

### C. Educational Loan

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

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

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

### D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

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

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

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

Public Act 95-0616 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

Failure to make the disclosure required by the Act shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid, offer, or proposal or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

/\_\_\_/ Company has no business operations in Iran to disclose.

/\_\_\_/ Company has business operations in Iran as disclosed the attached document.

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

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

Bidding Organization	
Signature	Date
Printed Name	Title
Address	
City/State	Zip Code
Telephone	Facsimile
E-mail	

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

### PART I Business and Directory Information

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

(n) Identify accounting firm:

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

- (q) Is this business currently prequalified by the Department of Transportation? If yes, list all work ratings issued:
- (r) Has this business performed contracts awarded by the Department as prime contractor? If yes, list the three most recent: \_\_\_\_\_
- (s) Has this business participated as a subcontractor under contracts awarded by the Department? If yes, list the three most recent identifying the prime contractor:

### PART II References

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

(1)	Government Agency (Name)	:						
	Contact Person Name:							
		E-mail Address:						
	Types of services provided a	ind dates provided:						
(2)	Governmental Agency (Nam	e):						
	Contact Person Name:							
	Address:							
	Phone:	E-mail Address:						
	Types of services provided and dates provided:							
(3)	Private Firm (Name):							
. ,	Contact Person Name:							
		E-mail Address:						
		ind dates provided:						
(4)	Private Firm (Name):							
	Contact Person Name:							
		E-mail Address:						
	Types of services provided a	ind dates provided:						

### PART III Equipment Inventory

List all the equipment that will be used to performing the services required in this contract.

YEAR	MAKE	MODEL	ID#	CAPACITY	COMPLETE DESCRIPTION

- a. Is the above equipment owned by the company and presently in the firm's equipment inventory?
   (Do not include any proposed subcontractor equipment on this form)
- b. If not owned, how will the equipment be obtained within the required time in the event of award?

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

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

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

DHR Public Contracts Number:

(C	heck	if applicab	ole) The nui	mber is	not	required I	because	the company	has emplo	yed
14 o	r less	full-time	employees	during	the	365-day	period	immediately	preceding	the
public	ation	of this invi	tation.							

IF NUMBER HAS NOT YET BEEN ISSUED:

Date completed application was submitted to DHR:

Date of Expiration:

### PART V Taxpayer Identification Number

I certify that:

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

### Name (Printed):

### **Taxpayer Identification Number:**

Social Security Number	
or Employer Identification Number	
Legal Status (check one):	
Individual	Governmental
Sole Proprietorship	Estate or Trust
Partnership/Legal Corporation	Other
Tax-exempt	

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

- 1. During the last five (5) years, has the Bidder had a contract for services terminated for any reason? \_\_\_\_\_\_ If so, provide full details related to the termination.\_\_\_\_\_
- 2. During the last (5) years, describe any damages or penalties or anything of value traded or given up by the Bidder under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this invitation and the contemplated Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Bidder.
- 3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- 4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Bidder to perform the required services. The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid, and with respect to the successful Bidder after the execution of a contract, must be disclosed in a timely manner in a written statement to the Department.

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

## NOTICE

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

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

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

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

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

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

### TO BE RETURNED WITH BID

### **IV. DISCLOSURES**

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

### B. Financial Interests and Conflicts of Interest

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

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

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

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

### C. Disclosure Form Instructions

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

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

### **CERTIFICATION STATEMENT**

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

(Bidding Company)	
Signature of Authorized Representative	Date

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

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 <u>NOT APPLICABLE STATEMENT</u> on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES <u>NO</u>
- Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_\_ NO \_\_\_
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES \_\_\_\_ NO \_\_\_

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

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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

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

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

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

### D. Bidders Submitting More Than One Bid

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

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

### **RETURN WITH BID/OFFER**

### ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Yes <u>No</u>

Contractor Name				
Legal Address				
City, State, Zip				
Telephone Number	Email Addr	ess	Fax Number (if available)	
(30 ILCS 500). Vendors of and potential conflict of in the publicly available cor ended contracts. <b>A pul</b>	desiring to enter into a contract terest information as specified tract file. This Form A must	ct with the State of Illi d in this Disclosure Fo be completed for bio submit a 10K disc	ion 50-35 of the Illinois Procurement nois must disclose the financial inf orm. This information shall becom ds in excess of \$10,000, and for closure (or equivalent if applic orm Instructions.	formation ne part of all open-
		FINANCIAL INFOR		
terms of ownership or di \$102,600.00 (60% of the	stributive income share in exc	cess of 5%, or an inter 07). <b>(Make copies of</b>	an interest in the BIDDER (or its parest which has a value of more tha this form as necessary and atta ments)	in
-	e or print information)	<u> </u>		
NAME:				
ADDRESS				
Type of ownershi	p/distributable income share:			
stock	sole proprietorship	Partnership	other: (explain on separate s	heet):
% or \$ value of ow	nership/distributable income shar	e:		

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

### **RETURN WITH BID/OFFER**

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes \_\_\_\_No \_\_\_
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes \_\_\_\_No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60 % of the Governor's salary as of 7/1/07) provide the name of 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 \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes No

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes \_\_\_\_No \_\_\_

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

### **RETURN WITH BID/OFFER**

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.
  Yes \_\_\_\_No \_\_\_
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

### APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Representative

Date

### NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative

Date

### ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

### DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

### THE FOLLOWING STATEMENT MUST BE CHECKED

 Signature of Authorized Representative	Date

### SPECIAL NOTICE TO CONTRACTORS

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

### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



### Contract No. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 District 1 Construction Funds

### **PART I. IDENTIFICATION**

Dept. Human Rights #\_\_\_

\_\_\_\_\_ Duration of Project: \_\_\_

Name of Bidder:

### PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract: TABLE A TABLE B

TOTAL Workforce Projection for Contract									]	(	CURRENT TO BE			S				
				MINORITY EMPLOYEES						TRAINEES			TO CONTRACT					
JOB CATEGORIES		TAL DYEES	BLA	ACK	HISP	ANIC		HER NOR.	APPF TIC			HE JOB			OTAL OYEES	MINORITY EMPLOYEE		
	М	F	М	F	М	F	Μ	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED													]					
TOTAL																		
	TAE	BLE C				· · ·				Г		505	<u> </u>					
T	OTAL Tra	aining Pro	jectio	n for C	ontract							FOR	DE	PARIN	IENT US	ΕC	INLY	
EMPLOYEES IN			BL /	ACK	HISP													

EMPLOYEES	TOTAL								*OTHER		
IN	EMPLOYEES		BLACK		HISP	ANIC	MINOR.				
TRAINING	М	F	М	F	М	F	Μ	F			
APPRENTICES											
ON THE JOB											
TRAINEES											

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 **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.

\_\_\_ persons will The undersigned bidder estimates that (number) 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 \_\_\_\_\_

Address \_\_\_\_\_

### NOTICE REGARDING SIGNATURE

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

Signature:

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

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

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

- 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.
- Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees Table B currently employed.
- Table C -Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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

### Contract No. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 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)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	Attest	
(IF A JOINT VENTURE, USE THIS SECTION	Allesi	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
	Allesi	Signature
	Business Address	
If more than two parties are in the joint ventur	a nlaasa attach an or	ditional signature sheet
in more than two parties are in the joint ventur	, picase allacit all al	



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

(Effective November 1, 1992

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

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

their respective officers this	day of		A.D.,	_ ·
PRINCIPAL				
(Company Na	ime)		(Company N	ame)
By:		By:		
(Signatu	re & Title)		(Signature of Atto	orney-in-Fact)
Notary Certification for Principal and STATE OF ILLINOIS,	l Surety			
County of				
l,		, a Notary Pul	blic in and for said County,	do hereby certify that
		and		
	(Insert names of individuals s	igning on behalf of PRI	NCIPAL & SURETY)	
who are each personally known to n and SURETY, appeared before me t and voluntary act for the uses and p	ne to be the same persons wh this day in person and acknow	nose names are subscr	ibed to the foregoing instru	ment on behalf of PRINCIPAL
Given under my hand and not	arial seal this	day of		A.D.
My commission expires				
				/ Public
In lieu of completing the above sec marking the check box next to the S and the Principal and Surety are firm	Signature and Title line below	, the Principal is ensur	ing the identified electronic	bid bond has been executed
Electronic Bid Bond ID#	Company / Bidder Na	ame	Sign	ature and Title
				DDE 256D (Dov 10/24/07)

BDE 356B (Rev. 10/24/07)

## PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.
	Item No.

Submitted By:

lame:	
Address:	
Phone No.	

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

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

### **NOTICE**

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

# **CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS**

## NOTICE

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

Contract No. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 District 1 Construction Funds





## **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., June 13, 2008. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 62994 COOK County Section 2324.6-1P-I-2 Route FAI 90/94 District 1 Construction Funds

Removal of fencing, paved shoulder and guardrail along with excavation for construction of knee wall, concrete median surface and installation of impact attenuators and barrier terminal along I-94/90 (Dan Ryan Expressway) on northbound LaSalle Street from 33rd Street to 31st Street in Chicago.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

#### INDEX

#### FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2008

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

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

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253	Planting Woody Plants	3
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502	Excavation for Structures	9
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1102	Hot-Mix Asphalt Equipment	

#### RECURRING SPECIAL PROVISIONS

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

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10	х	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	
11	^	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	65
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16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	74
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	75
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	77
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	78
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21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	83
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29		Quality Control of Concrete Mixtures at the Plant-Single A	50
20		(Eff. 8-1-00) (Rev. 1-1-04)	94
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FAI 90/94 (I-90/94) Section 2324.6-1P-I-2 Cook County Contract 62994

#### 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 90/94 (I-90/94), Section 2324.6-1P-I-2, Cook County, Contract 62994, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

FAI 90/94 (I-90/94) Section: 2324.6-1P-I-2 County: Cook Contract No.: 62994

#### LOCATION OF PROJECT

The project begins north of 33<sup>rd</sup> Street in the City of Chicago, in Cook County and extends northerly along La Salle Street towards 31<sup>st</sup> Street in the City of Chicago, in Cook County.

Specifically, the work on La Salle Street begins approximately 21 feet north of the centerline of 33<sup>rd</sup> Street and continues north along the frontage road to a point approximately 301 feet north of the centerline of 33<sup>rd</sup> Street for a total distance of 280 feet (0.053 miles).

#### DESCRIPTION OF PROJECT

The project consists of the removal of fencing, paved shoulder and guardrail. The proposed improvement includes earth excavation, installation of fluted knee wall, concrete median surfaces, impact attenuators, traffic barrier terminal, wall mounted sign support, minor electrical work, and restoration work.

#### MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

#### COMPLETION DATE PLUS GUARANTEED WORKING DAYS

Effective: September 30, 1985 Revised: November 1, 1995

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

"When a completion date plus guaranteed working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, <u>November 15, 2008</u> except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within <u>5</u> guaranteed working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the guaranteed working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

#### 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.

Contract 62583 - Lighting And Surveillance 31st Street to I-57 Interchange

Contract 62301 - Reconstruction of nouthbound Local Lanes and Ramps between Garfield Boulevard and 31<sup>st</sup> Street

Contract 60A04 - NB Fence and Gates from 47<sup>th</sup> Place to 31<sup>st</sup> Street

Contract 62993 - NB Kneewall 35<sup>th</sup> Street to 33<sup>rd</sup> Street

Supplemental to the requirements of the Standard Specifications Article 105.08- Cooperation Between Contractors, the Contractors 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 Contractors' proposed Construction and Progress Schedule. Any conflicts between Contractors' schedules, the Department will 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 the Contractor.

#### CONTRACTOR COOPERATION

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

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

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

#### TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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

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

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

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

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the MUTCD, the Traffic Control Standards or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

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

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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, which were furnished, installed and 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.

The Contractor shall ensure that all traffic control devices installed by him are operational, functional and effective 24 hours a day, including Sundays and holidays.

<u>Signs</u>. All signs, except those referring to daily lane closures, shall be post mounted in accordance with Standard 702001 for all projects that exceed four days.

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."

Whenever any vehicle, equipment, workers or their activities infringe on the shoulder or within 4.5 m (15 feet) of the traveled way and the traveled way remains unobstructed, then the applicable Traffic Control Standard shall be 701006. "Shoulder Work Ahead" sign (W21-5(0)-48) shall be used in lieu of the "Workers" sign (W21-1 or W21-1a).

<u>Barricades</u>. Any drop off greater than 75 mm (3 inches), within 2.5 m (8 feet) of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 8 m (25 feet) center to center spacing. Barricades that are placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 702001.

All Type I and Type II barricades, drums, and vertical panels shall be equipped with a steady burn light when used during hours of darkness unless otherwise stated herein.

Check barricades shall be placed in work areas perpendicular to traffic every 300 m (1,000 feet), one per lane and per shoulder, to prevent motorists from using work areas as a traveled way. Two additional check barricades shall be placed in advance of each patch excavation or any 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 shall be Type I or II and equipped with a flashing light.

<u>Public Convenience and Safety</u>. At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the Traffic Control for this project. The Contractor shall also provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor

shall dispatch men, materials and equipment to correct any such deficiencies. The Contractor shall respond to any call from the Department concerning any request for improving or correcting traffic control devices and begin making the requested repairs within two hours from the time of notification.

Personal vehicles shall not park within the right-of-way except in specific areas designated by the Engineer.

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.

No road closure, lane closures or restriction shall be permitted without prior approval by the Engineer.

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.

<u>Method of Measurement</u>. This item of work will be measured on a lump sum basis for furnishing, installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans, specifications and these Special Provisions.

<u>Basis of Payment</u>. This work will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans, specifications and these Special Provisions. The salvage value of the materials removed shall be reflected in the bid price for this item.

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

#### TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

#### HIGHWAY STANDARDS

- 701601 Urban Lane Closure, Multilane, 1w or 2w With Nontraversable Median
- 701701 Urban Lane Closure, Multilane Intersection
- 701801 Lane Closure Multilane 1w or 2w Crosswalk or Sidewalk Closure
- 702001 Traffic Control Devices

PLANS AND DETAILS

- TC-10 District 1, Traffic Control And Protection For Side Roads, Intersections And Driveways
- TC-17 District 1, Traffic Control Details For Freeway Shoulder Closures And Partial Ramp Closures
- TC-18 District 1, Signing For Flagging Operations At Work Zone Openings

RECURRING SPECIAL PROVISIONS AND SPECIAL PROVISIONS

Advanced Public Notification Traffic Control and Protection (Special) Traffic Control for Work Zone Areas Reflective Sheeting on Channelizing Devices

#### ADVANCED PUBLIC NOTIFICATION

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

#### TEMPORARY INFORMATION SIGNING

<u>Description</u>. This item consists of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

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

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

- Note 1. The Contractor may use 16mm (5/8 inch) instead of 19mm (3/4 inch) thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1084.02(b).
- Note 4. The overlay panels shall be 2mm (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 roadway and/or within the construction zone shall be installed according to the requirements of Article 702.05 and Article 720.04. The signs shall be 2.1m (7') above the near edge of the pavement and shall be a minimum of 600mm (2') beyond the edge of the paved shoulder. A minimum of 2 posts shall be used.

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

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

<u>Method of Measurement</u>. This Work shall be measured for payment in square feet edge to edge (horizontally and vertically).

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

<u>Basis of Payment</u>. This Work will be paid for at the contract unit price per square feet for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

#### CONTRACTOR'S DAILY WORK SCHEDULE

<u>Description</u>. 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. It shall identify all concrete pours, the concrete mix design numbers, and estimated number of cubic yards. The placement of bituminous materials shall be identified,

including the mix design numbers, location and number of estimated tons to be placed. 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.

<u>Basis of Payment</u>. 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.

#### TRAFFIC CONTROL FOR WORK ZONE AREAS

Effective: 9/14/95

Revised: 1/30/03

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 the special provision for **"TRAFFIC CONTROL DEFICIENCY DEDUCTION"**. The Contractor will be assessed this daily charge for each day a deficiency is documented by the Engineer.

#### 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 Scaldis Hard Fescue	20 Kg/Hectare (30 Lb/Acre) 20 Kg/Hectare (30 Lb/Acre)
Add the following species: Audubon Red Fescue Rescue 911	20 Kg/Hectare (30 Lb/Acre) 20 Kg/Hectare (30 Lb/Acre)

Note 7

Revise note 7 to read:

Planting times February 1<sup>st</sup> to June 1<sup>st</sup> and August 15<sup>th</sup> to September 30th

#### **EROSION CONTROL BLANKET**

This Special Provision revises Section 250 of the Standard Specifications for Road and Bridge Construction to eliminate the use of Excelsior Blanket for Erosion Control Blanket.

Delete Article 250.04(a) Excelsior Blanket.

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

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

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

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

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

#### CHAIN LINK FENCE, 4' (SPECIAL)

<u>Description</u>. This work consists of fabricating, erecting, and maintaining a temporary fence to maintain access control to I-90/94 from the frontage roads at the locations shown in the contract plans, according to the details in the plans, as directed by the Engineer, and according to Section 664 of the Standard Specifications and as modified herein.

<u>General Requirements</u>. The fence fabric must meet the requirements of Section 1006.27.(a).b of the Standard Specifications.

Posts must meet the requirements of Section 1006.27.(b) of the Standard Specifications. The fence posts are to be driven directly into the finished embankment, and are not to be set in concrete. A maximum distance of 7-feet center to center will be allowed between posts.

Locations and sizes of existing gates in the existing access control fence must be maintained. Gate locations may be adjusted to better match gaps in fluted kneewall for final gate locations as directed by the Engineer.

The Contractor may re-use parts from the removed chain link fence if the parts are determined to be adequate to allow the fence to function properly, as decided by the Engineer.

<u>Method of Measurement</u>. CHAIN LINK FENCE, 4' (SPECIAL) will be measured in feet in place along the top of the fence from center to center of end posts.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE, 4' (SPECIAL), which price is payment in full for all shop and fabrication drawings, materials, fabricating and installing the complete fence including posts, tension wire, fittings, chain link fabric, anchorage, hardware, maintenance and other incidentals for the fence and gates.

#### FLUTED KNEE WALL

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

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

Half-moon PVC piping shall be as detailed in the plans, described herein and conform to Article 1040.25 of the Standard Specifications.

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

<u>Basis of Payment</u>. The work under this item will be paid for at the contract unit price per foot for FLUTED KNEE WALL, as indicated on the Plans, which payment shall constitute full compensation for all labor, materials, tools and equipment required for all concrete, reinforcing steel, surface rustication, expansion joint filler, PVC drain piping, protective coat; and other incidental items, as detailed in the plans, described herein and as directed by the Engineer.

#### RUSTICATION FINISH FOR FLUTED KNEE WALLS

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

<u>Materials</u>. Materials shall conform to Article 503.02; of the Standard Specification and includes the following:

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

#### CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

Basis of Payment. This item will not be measured for payment.

#### ALKALI-SILICA REACTION FOR CAST-IN-PLACE CONCRETE (BDE)

Effective: August 1, 2007

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

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $Na_2O + 0.658K_2O$ ) of 0.90 percent or greater.

The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

#### AGGREGATE GROUPS

COARSE AGGREGATE	FINE AGGREGATE			
OR		OR		
COARSE AGGREGATE	FIN	NE AGGREGATE BLEN	D	
BLEND				
	AS	TM C 1260 EXPANSIO	N	
ASTM C 1260				
EXPANSION	≤ 0.16%	> 0.16% - 0.27%	> 0.27%	
≤ 0.16%	GROUP I	GROUP II	GROUP III	
> 0.16% - 0.27%	GROUP II	GROUP II	GROUP III	
> 0.27%	GROUP III	GROUP III	GROUP IV	

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

- Group I Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV Mixture options 1, 2 and 4 combined, or 5 shall be used.

For Class PP-3 concrete the mixture options are not applicable, and any cement may be used with the specified finely divided minerals.

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

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

For Class PP-1, RR, BS, and DS concrete and CAM II, Class C fly ash with less than 26.5 percent calcium oxide content shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

3) Ground Granulated Blast-Furnace Slag. For Class PV, BS, MS, SI, DS, and SC concrete, ground granulated blast-furnace slag shall replace 25 percent of the portland cement at a minimum replacement ratio of 1:1.

For Class PP-1 and RR concrete, ground granulated blast-furnace slag shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

For Class PP-2, ground granulated blast-furnace slag shall replace 25 to 30 percent of the portland cement at a minimum replacement ratio of 1:1.

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.

- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkalireactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

The laboratory performing the ASTM C 1567 test shall be inspected for Hydraulic Cement - Physical Tests by the Cement and Concrete Reference Laboratory (CCRL) and shall be approved by the Department. The laboratory performing the ASTM C 1293 test shall be inspected for Portland Cement Concrete by CCRL and shall be approved by the Department.

#### CEMENT (BDE)

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

#### **"SECTION 1001. CEMENT**

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

(a) Portland Cement. Acceptance of portland cement shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants". Portland cement shall be according to ASTM C 150, and shall meet the standard physical and chemical requirements. Type I or Type II may be used for cast-in-place, precast, and precast prestressed concrete. Type III may be used according to Article 1020.04, or when approved by the Engineer. All other cements referenced in ASTM C 150 may be used when approved by the Engineer.

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

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

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

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

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

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

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

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

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
  - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al<sub>2</sub>O<sub>3</sub>), 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."

#### EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

#### Revised: January 2, 2008

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

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

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

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

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

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

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

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

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

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

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

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

## EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

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

"(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

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

#### PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

#### 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	Entrance Angle			Fluorescent		
Angle (deg.)	(deg.)	White	Orange	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 2, 2008

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

- " (a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
  - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 6 (10 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
  - a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
  - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
  - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

### 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)		(Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)			
		Perennial Ryegrass Creeping Red Fescue Red Top	50 (55) 40 (50) 10 (10)			
2A	Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)			
		Perennial Ryegrass Red Fescue (Audubon, Sea Link, or Epic)	20 (20) 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:

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

Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 ( 70)	3/"

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

"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

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

<u>Usage</u>. 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.

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

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ±2 in. (±50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.

- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

<u>Test Methods</u>. 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.

<u>Mix Design Submittal</u>. 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.

<u>Trial Batch</u>. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the selfconsolidating 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.

<u>Mixing Portland Cement Concrete</u>. 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.

<u>Falsework and Forms</u>. 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.

<u>Placing and Consolidating</u>. 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."

<u>Quality Control by Contractor at Plant</u>. 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.

<u>Quality Control by Contractor at Jobsite</u>. 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.

<u>Quality Assurance by Engineer at Plant</u>. 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.

<u>Quality Assurance by Engineer at Jobsite</u>. 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.

#### SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"**1080.02** Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

#### SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

#### STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Revised: August 1, 2007

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

FAI 90/94 (I-90/94) Section 2324.6-1P-I-2 Cook County Contract 62994

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

#### TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2008

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

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

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

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

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

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

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

#### IMPACT ATTENUATORS (BDE)

Effective: November 1, 2003

Revised: January 1, 2007

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

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

FAI 90/94 (I-90/94) Section 2324.6-1P-I-2 Cook County Contract 62994

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

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

#### CONSTRUCTION REQUIREMENTS

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

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

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage. For sand modules, the perimeter of each module and the specified weight (mass) of sand in each module shall be painted on the surface of the base.

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

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

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

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

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

Effective: April 2, 2004

#### Revised: April 1, 2007

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

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

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

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

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

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

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

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

 $D = CBP_M - CBP_L$ 

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

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

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

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

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

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

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

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

Attachment

Attachment	
Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	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	1	No				
Signature:					Date:		

#### ILLINOIS DEPARTMENT OF LABOR

#### PREVAILING WAGES FOR COOK COUNTY EFFECTIVE MAY 2008

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 <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> 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 May 2008**

Trade Name	-	TYP (		Base		*M-F>8				Pensn	Vac	Trng
ASBESTOS ABT-GEN	==	all	-	===== 33.150						5.680		
ASBESTOS ABT-MEC		BLD		26.180		- • •	- • •	- • •		6.410		
BOILERMAKER		BLD		39.450							0.000	
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		30.150	0.000	1.5	1.5	2.0	5.850	6.600	0.000	0.340
COMM. ELECT.		BLD		33.940	36.440	1.5				5.590		
ELECTRIC PWR EQMT OP		ALL		37.300	43.450	1.5				10.77	0.000	0.280
ELECTRIC PWR GRNDMAN		ALL		29.090					6.450		0.000	
ELECTRIC PWR LINEMAN		ALL		37.300						10.77		
ELECTRICIAN		ALL		37.800					10.00		0.000	
ELEVATOR CONSTRUCTOR FENCE ERECTOR		BLD ALL		43.925 28.640			2.0		8.775		2.640	
GLAZIER		BLD		33.000			2.0			10.15		
HT/FROST INSULATOR		BLD		37.400			1.5			10.11		
IRON WORKER		ALL		39.250						12.74		
LABORER		ALL		33.150						5.680		
LATHER		BLD		37.770	39.770	1.5				6.910		
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				5.680		
MATERIALS TESTER II		ALL		28.150	0.000					5.680		
MILLWRIGHT		ALL		37.770						6.910		
OPERATING ENGINEER				41.550						5.600		
OPERATING ENGINEER				40.250						5.600 5.600		
OPERATING ENGINEER OPERATING ENGINEER				37.700 35.950						5.600		
OPERATING ENGINEER				47.250						5.600		
OPERATING ENGINEER				45.750			1.5			5.600		
OPERATING ENGINEER				40.700			1.5			5.600		
OPERATING ENGINEER		FLT 4	ł	33.850	47.250	1.5	1.5			5.600		
OPERATING ENGINEER		HWY 1	L	39.750	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER		HWY 2	2	39.200	43.750	1.5	1.5	2.0	6.850	5.600	1.900	0.700
OPERATING ENGINEER				37.150						5.600		
OPERATING ENGINEER				35.750						5.600		
OPERATING ENGINEER			5	34.550						5.600		
ORNAMNTL IRON WORKER		ALL		37.350						12.09		
PAINTER		ALL		35.400						7.400 2.310		
PAINTER SIGNS PILEDRIVER		BLD ALL		28.970 37.770						6.910		
PIPEFITTER		BLD		40.000						7.550		
PLASTERER		BLD		36.100						7.740		
PLUMBER		BLD		41.000						5.560		
ROOFER		BLD		35.000						3.870		
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		26.510	27.360	1.5	1.5	2.0	4.200	2.280	0.000	0.000
SPRINKLER FITTER		BLD		40.500						6.850		
STEEL ERECTOR		ALL		36.250						10.77		
STONE MASON		BLD		36.430						8.770		
TERRAZZO FINISHER		BLD		31.810	0.000					9.200		
TERRAZZO MASON		BLD		35.390						10.05		
TILE MASON TRAFFIC SAFETY WRKR		BLD HWY		36.630 24.300						7.850 1.875		
TRUCK DRIVER	Е			29.950						4.800		
TRUCK DRIVER	E			30.200						4.800		
TRUCK DRIVER	Ē			30.400						4.800		

TRUCK DRIVER	Е	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	30.950	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 2	31.100	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 3	31.300	31.500	1.5	1.5	2.0	6.500	3.950	0.000	0.000
TRUCK DRIVER	W	ALL 4	31.500	31.500	1.5	1.5	2.0	6.500	3.950	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 mateiral 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 installatin 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 experiors 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 experior which sare 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; Rotory 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.