

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 <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

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

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

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

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

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

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting June 17, 2005

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

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

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



**Illinois Department
 of Transportation**

Springfield, Illinois 62764

Contract No. 62835
 COOK County
 Section 2004-094I
 District 1 Construction Funds
 Route FAI 90/94

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

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

Prepared by	S
Checked by	

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

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

**Contract No. 62835
COOK County
Section 2004-094I
Route FAI 90/94
District 1 Construction Funds**

Construction of sidewalks, driveways and alley returns on Wentworth Avenue and Wells Street from 63rd Street to 59th Street along I 90/94 (Dan Ryan Expressway) in Chicago.

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

RETURN WITH BID

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

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

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

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000
\$5,000	to	\$300	\$3,000,000	to	\$5,000,000
\$10,000	to	\$1,000	\$5,000,000	to	\$7,500,000
\$50,000	to	\$3,000	\$7,500,000	to	\$10,000,000
\$100,000	to	\$5,000	\$10,000,000	to	\$15,000,000
\$150,000	to	\$7,500	\$15,000,000	to	\$20,000,000
\$250,000	to	\$12,500	\$20,000,000	to	\$25,000,000
\$500,000	to	\$25,000	\$25,000,000	to	\$30,000,000
\$1,000,000	to	\$50,000	\$30,000,000	to	\$35,000,000
\$1,500,000	to	\$75,000	over		\$35,000,000

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 62835

State Job # - C-91-359-04
 PPS NBR - 1-74823-1406
 County Name - COOK- -
 Code - 31 - -
 District - 1 - -
 Section Number - 2004-094I

Project Number
 IM-094-3/388/058

Route
 FAI 90/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
XX001109	PCC ALLEY PAVT 8	SQ YD	139.000				
XX152400	SAND CUSHION 3	CU YD	320.000				
X0322256	TEMP INFO SIGNING	SQ FT	51.000				
X0324872	CIP T/D WSS RAMP DISB	SQ FT	469.000				
X7015000	CHANGEABLE MESSAGE SN	CAL MO	3.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
21101615	TOPSOIL F & P 4	SQ YD	810.000				
25200110	SODDING SALT TOLERANT	SQ YD	810.000				
30103000	SHAPING & GRAD RDWAY	UNIT	61.000				
31101200	SUB GRAN MAT B 4	SQ YD	639.000				
42001300	PROTECTIVE COAT	SQ YD	4,493.000				
42300400	PCC DRIVEWAY PAVT 8	SQ YD	500.000				
42400200	PC CONC SIDEWALK 5	SQ FT	34,538.000				
56109210	WATER VALVES ADJUST	EACH	3.000				

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 CONTRACT
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 County Name - COOK- -
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 Section Number - 2004-094I

Project Number
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Route
 FAI 90/94

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
56500300	DOM MET VLTS ADJ	EACH	10.000				
56500600	DOM WAT SER BOX ADJ	EACH	36.000				
60600605	CONC CURB TB	FOOT	151.000				
67100100	MOBILIZATION	L SUM	1.000				
70102630	TR CONT & PROT 701601	L SUM	1.000				
70102640	TR CONT & PROT 701801	L SUM	1.000				

CONTRACT NUMBER

62835

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.

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

D. Bidders Submitting More Than One Bid

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$90,420.00 (60% of the Governor's salary as of 7/1/01). **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

Type of ownership/distributable income share:

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

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

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

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

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

RETURN WITH BID/OFFER

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60 % of the Governor's salary as of 7/1/01) provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
-
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the salary of the Governor as of 7/1/01) are you entitled to receive (i) more then 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

Completed by: _____
Name of Authorized Representative (type or print)

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

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Other Contracts &
Procurement Related Information
Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 62835
COOK County
Section 2004-0941
Route FAI 90/94 Project IM-943(388)58
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

**Contract No. 62835
COOK County
Section 2004-0941
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) Signature of Owner _____
Business Address _____

Firm Name _____
By _____
(IF A CO-PARTNERSHIP) Business Address _____

Name and Address of All Members of the Firm:

Corporate Name _____
By _____
Signature of Authorized Representative

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

Corporate Name _____
By _____
Signature of Authorized Representative

Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE) Attest _____
Signature
Business Address _____

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

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



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this day of A.D.

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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. 62835
COOK County
Section 2004-094I
Route FAI 90/94
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

1. **TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., June 17, 2005. 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. 62835
COOK County
Section 2004-094I
Route FAI 90/94
District 1 Construction Funds**

Construction of sidewalks, driveways and alley returns on Wentworth Avenue and Wells Street from 63rd Street to 59th Street along I 90/94 (Dan Ryan Expressway) 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, 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 2004-094I, Project IM-094-3(388)058, County: Cook 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: 2004-094I
County: Cook
Contract No.: 62835

LOCATION OF PROJECT

The project begins at a point on the centerline of the I-90/I-94 (Dan Ryan Expressway), just south of 63rd Street in the City of Chicago, in Cook County. The project extends northerly along the said centerline to just north of 59th Street in the City of Chicago, in Cook County. The work on S. Wentworth Street begins at a point approximately 445 feet south of the centerline of 63rd Street and continues north along the frontage road to a point approximately 95 feet north of the centerline of 59th Street for a total distance of 3,194 feet (0.60 miles). The work on S. Wells Street begins at a point approximately 90' feet south of the centerline of 63rd Street and continues north along the frontage road to a point approximately 95 feet north of the centerline of 59th Street for a total distance of 2,840 feet (0.54 miles).

DESCRIPTION OF PROJECT

The project consists of the installation of sidewalks, alleys, and driveways between 63rd Street and 59th Street along Wentworth Avenue and Wells Street. The project also consists of the installation of curbs at alley returns, sidewalk accessibility ramps, and sodding.

UTILITY COORDINATION - CITY OF CHICAGO

Effective: September 30, 1985

Revised: November 1, 1996

The City of Chicago is to make adjustments to their street lighting and/or traffic signal facilities. The Contractor shall coordinate his work and cooperate with the City of Chicago in these adjustments.

This coordination and cooperation by the Contractor will not be paid for separately but shall be considered included in the costs of the contract.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustment</u>
SBC	Adjustment of frames and grates on manholes and access vaults	Wells St./Wentworth 63rd St. to 59th St.	Construction Period
Commonwealth Edison	Adjustment of frames and grates on manholes and access vaults	Wells St./Wentworth 63rd St. to 59th St.	Construction Period
Peoples Energy	Adjustment of Gas Valves, main and domestic service	Wells St./Wentworth 63rd St. to 59th St.	Construction Period
City of Chicago Department of Water Management	Fire hydrant relocations	Wentworth Ave. 131+52, Wells St. 553+98	Relocated by the Department of Water Management during construction.

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

COMPLETION DATE PLUS GUARANTEED WORKING DAYS

The Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, December 28, 2005 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 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.

START OF WORK

The Contractor will not be allowed to proceed with any construction operations, or to otherwise interfere with traffic as determined by the engineer, prior to October 31, 2005. The Engineer's written approval shall be obtained by the Contractor before proceeding with any work on this improvement prior to the above stipulated date.

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 Number 62586 | Contract Number 62813 |
| Contract Number 62693 | Contract Number 62814 |
| Contract Number 62795 | Contract Number 62836 |
| Contract Number 62796 | Contract Number 62837 |
| Contract Number 62798 | Contract Number 62839 |
| Contract Number 62799 | Contract Number 62840 |
| Contract Number 62806 | Contract Number 62841 |
| Contract Number 62807 | Contract Number 62842 |

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 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 Lane Closure, Multilane, 1W or 2W, with Non Traversable Median
- 701801 Lane Closure, Multilane, 1W or 2W, Crosswalk or Sidewalk Closure, For Speeds < 45 MPH

PLANS AND DETAILS

- TC-22 District 1, Temporary Information Signing

RECURRING SPECIAL PROVISIONS AND SPECIAL PROVISIONS

- Advanced Public Notification
- Changeable Message Signs
- Temporary Information Signing
- Portable Changeable Message Sign (BDE)
- Flagger Vests (BDE)
- Traffic Control Deficiency Deduction (BDE)
- Work Zone Traffic Control Devices (BDE)

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 or ramps through the use of a changeable message sign or temporary information signing.

TEMPORARY INFORMATION SIGNING

Description. 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, signs on temporary stands, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

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

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

Note 1. The Contractor may use 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.

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

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

Basis of Payment. 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.

CHANGEABLE MESSAGE SIGNS

This item shall conform to the Recurring Special Provision for "Portable Changeable Message Signs" except as follows:

Two (2) signs will be required for this contract.

CONSTRUCTION AIR QUALITY - DUST CONTROL

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

The Contractor is responsible for the control of dust at all times during the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays. This work shall be considered complete after the completion of all permanent erosion control measures required for the contract, and after all temporary and permanent seeding has taken place. Work on this contract shall be conducted in a manner that will not result in generating excessive air borne particulate matter (PM) or nuisance dust conditions.

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

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

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

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

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

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

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

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

Materials

1. Dust Suppression Agents

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

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

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

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

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

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

Calcium chloride must not be stored outdoors without an impermeable cover. Storage must be on an impermeable surface such as paved asphalt or appropriately treated concrete of sufficient thickness to avoid exfiltration. Storage should be as airtight as possible to limit the calcium chloride's absorbing moisture from the air. No storage facilities will be allowed within 100 feet of a storm sewer, or any other drain. Positive drainage must be maintained on all treated

surfaces. Ditches, culverts and other structures must be kept clean to ensure proper drainage and to limit the amount of water infiltrating earth surfaces and thereby leeching out chlorides. If calcium chloride is applied dry, or during dry periods, and crystals are seen on the road surface, the road should be wetted sufficiently to dissolve the calcium chloride. Wetting should be limited to an amount that will sufficiently cause the calcium chloride to penetrate the surface but not to the point of causing any runoff from the road surface. Other approved dust suppression agents shall be applied and used as per the manufacturer's instructions.

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

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

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

Control of dust on stockpiles and inactive work areas. The Contractor shall use the following methods to control dust and wind erosion of stockpiles and inactive areas of disturbed soil:

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

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

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

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

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

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

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

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

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

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

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROLS

Description. The reduction of emissions of Carbon Monoxide (CO), Hydrocarbons (HC), Nitrogen oxides (NOx), and Particulate Matter (PM) will be accomplished by installing Retrofit Emission Control Devices and/or by using cleaner burning diesel fuels. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 Horse power (HP) and above, to be used on the project site for any length of time, (including any "rented" or "rental" equipment).

All Contractor and Sub-contractor diesel powered equipment with engine horsepower (HP) ratings of 50 HP and above, that are on the project or are assigned to the contract shall be prohibited from using "off-road" diesel fuel (above 500 parts per million (ppm) sulfur content) at any time. In addition, diesel powered equipment shall be either (1) retrofitted with Emissions Control Devices *and* use Cleaner burning "on-road" diesel fuel (500 ppm sulfur content or less), or (2) use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less), in order to reduce diesel particulate matter emissions. Large cranes (Sky cranes or Link Belt cranes), which are responsible for critical lift operations are exempt from installing Retrofit Emission Control Devices if they adversely affect equipment operation.

In addition, all construction motor vehicles (both on-road and off-road, gasoline or diesel fuel powered) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety, including opacity. Frequently Asked Questions (FAQ's) regarding Illinois Environmental Protection Agency (IEPA) emissions testing for gasoline powered vehicles can be accessed at (www.epa.state.il.us/air/vim/faq/testing.html). Regulations regarding diesel powered vehicles over 16,000 pounds, and the Diesel Emission Inspection Program (Title 92: Transportation Part 460, Diesel Emission Inspection Program, Subpart A: General) can be accessed at (www.dot.state.il.us/regulations.html). Diesel powered vehicles less than 16,000 pounds are exempt from testing by IDOT. All diesel powered equipment used on the project site shall be subject to reasonable, random spot checks for compliance with the required emissions controls and proper diesel fuel usage. The Secretary of State, Illinois State Police and other law enforcement officers shall enforce Part 460. For additional information concerning Illinois diesel emission inspection requirements, please call the Illinois Department of Transportation, Diesel Emission Inspections Unit, at 217-557-6081.

The Retrofit Emission Control Devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that (1) is included on the Environmental Protection Agency (EPA) *Verified Retrofit Technology List* (www.epa.gov/otaq/retrofit/retroverifiedlist.html) and (2) is verified by EPA or certified by the manufacturer via letter, to provide a minimum emissions reduction of 20% PM10, 40% CO, and 50% HC when used with "on-road" diesel fuel. As noted above, the Retrofit Emission Control Device *must be used with on-road diesel fuel* (500 ppm sulfur content or less).

If used, ULSD fuel shall conform to American Society for Testing and Materials (ASTM) D-975 diesel with the following additional specifications:

ASTM D-5453 15 ppm Sulfur max.
ASTM D-6078 Lubricity (SBOCLE) 3100 g min.
ASTM D-613 Cetane 45 min.
Dyed (for Off-road use)

Construction shall not proceed until the contractor submits a certified list of the diesel powered equipment that will be retrofitted with emission control devices and use "on-road" diesel fuel, and a list of equipment that will use ULSD fuel only. The list(s) shall include (1) the equipment number, type, make, and contractor/sub-contractor name; (2) the emission control devices make, model and EPA verification number; and (3) the type and source of clean fuels to be used. Vehicles reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation by qualified staff, prior to being used on the project site. Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a "Notice of Non-Compliance" as outlined below under "Environmental Deficiency Deduction."

The contractor shall submit monthly summary reports, updating the list of construction equipment, and include certified copies of the diesel fuel delivery slips (for both "on-road" and ULSD) for the reporting time period, noting the type of diesel fuel used with each piece of diesel powered equipment. The addition or deletion of any diesel powered equipment shall be included in the summary and noted on the monthly report.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the contractor a Notice of Non-Compliance and given an appropriate period of time, as outlined below under "Environmental Deficiency Deduction," in which to bring the equipment into compliance or remove it from the project site. Failure to comply with the "Diesel Vehicle Emission Controls", shall also subject the Contractor or sub-contractor to an "Environmental Deficiency Deduction," as outlined below.

Any costs associated with bringing any diesel powered equipment into compliance with these "Diesel Vehicle Emissions Controls" shall be included in the overall cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

A. IDLING. The contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the contract area. Such zones shall be located

where the diesel emissions from the equipment will have a minimum impact on adjacent abutters and sensitive receptors of the general public. The Department will coordinate such locations with the Contractor and City Of Chicago authorities, including local aldermen, in the selection of staging areas, whether within or outside the existing highway right-of-way (ROW), to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. Idling of diesel powered equipment shall not be permitted during periods of non-active vehicle use. Diesel powered engines shall not be allowed to idle for more than five consecutive minutes when the equipment is not in use, occupied by an operator, or otherwise in motion, except only as follows:

When the equipment is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control;

When it is necessary to operate auxiliary systems installed on the equipment, only when such system operation is necessary to accomplish the intended use of the equipment;

To bring the equipment to the manufacturer's recommended operating temperature;

When the outdoor temperature is below forty-five (45) degrees Fahrenheit or above eighty (80) degrees Fahrenheit;

When the equipment is being repaired.

All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptors. Equipment and equipment operators found in non-compliance with these idling provisions shall receive a warning, and on the next offense be subject to an Environmental Deficiency Deduction as outlined below. The contractor or sub-contractor may reserve the right to enforce this deduction on their own equipment operator, as necessary.

B. MITIGATION. Air quality monitoring will be conducted throughout the course of the Dan Ryan reconstruction project, by a separate air quality consultant. The contractor shall designate a point person to be responsive to IDOT in the event construction related air quality issues arise. If the ongoing monitoring detects an adverse air quality issue that is due to, or exacerbated by construction activities, the contractors point person will be required to consult with the Engineer, to determine the appropriate course of action.

Appropriate mitigation measures can include a variety of actions ranging from, but not limited to additional watering, removal of construction equipment from nearby sensitive receptors, shut down of diesel powered equipment, or other mitigation measures which may be required as data becomes available and as approved by the Engineer.

Method of Measurement and Basis of Payment:

The **CONSTRUCTION AIR QUALITY – DIESEL EMISSIONS CONTROLS** will not be measured for payment and the cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

CONSTRUCTION NOISE MITIGATION

Description. This work shall consist of implementing construction noise restrictions as outlined in a project Construction Noise Mitigation plan. Work on the project shall be in accordance with the Construction Noise Mitigation plan submitted by the contractor, applicable sections of Article 107.35 of the Standard Specifications, and modifications as contained herein for construction noise.

The contractor must provide advance notification, and secure approval from the Engineer prior to the use of heavy construction equipment outside normal construction work hours ("normal construction work hours" as specified in Article 107.35 of the Standard Specifications). Inspection and maintenance of all vehicle exhaust systems shall be conducted on a monthly basis, (or as determined by the Engineer), for all such vehicles and other equipment assigned to or utilized on the project site. Inspections shall be conducted by personnel having a working knowledge of exhaust systems so that proper recommendations regarding the adequacy of the mufflers can be established.

Construction Equipment

Pavement Breakers create high concentrations of low frequency sound energy, and noise attenuation can be achieved through the introduction of high-mass material between the noise source and the receiver. The attachment of shrouds (sound curtains) to the steel frame around the breaker shall be installed, as equipment allows. The operation of pavement breakers shall be prohibited outside of normal work hours, as specified herein, unless otherwise approved by the Engineer.

Special care shall be taken with respect to the set up and operation of concrete batch and concrete crushing plants to minimize the potential noise impacts to the adjacent community. The Department will work with the Contractor and City Of Chicago authorities, including local aldermen in selecting construction concrete batch and/or crushing locations, whether within or outside the ROW, to avoid locations near sensitive areas or populations to the extent possible. All local, City, Village, Town and/or Township rules, regulations, and/or requirements regarding batch and crushing plants shall be followed, as instructed by the Engineer.

Compressors or generators shall be located as far away as possible from sensitive receptors. Compressors and generators shall be positioned such that the coding fan intake does not point towards the community. The Contractor shall review stationary equipment placement with the Engineer prior to commencement of work.

Method of Measurement and Basis of Payment:

The **CONSTRUCTION NOISE MITIGATION** will not be measured for payment and the cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

ENVIRONMENTAL DEFICIENCY DEDUCTION

To ensure a prompt response to incidents involving the integrity of work zone Environmental (Air Quality and Noise) Control, the Contractor shall provide a telephone number where a

responsible individual can be contacted on a 24 hour a day basis.

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

The deficiency may include lack of repair, maintenance or non-compliance with the Special Provisions for Construction Air Quality Dust Control and/or Construction Noise Mitigation.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with Contractor's notification and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000.00 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor or sub-contractor fails to respond within the allotted time frame, the Engineer may take action to correct the deficiency, or may cause the correction of the deficiency to be made by others, the cost thereof being deducted from monies due or which may become due the Contractor or sub-contractor. This corrective action will in no way relieve the Contractor or sub-contractor of his/her contractual requirements or responsibilities, and shall not be grounds for any claim.

If a Contractor or sub-contractor accumulates three (3) Deficiency Deductions for the same deficiency, in a contract period, the contractor will be shut down until the deficiency is corrected. Such a shut down will not be grounds for any extension of the completion date, waiver of penalties, or be grounds for any claim.

CONTRACTOR OFF-STREET PARKING RESTRICTION

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

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

CONTRACTOR'S DAILY WORK SCHEDULE

Description.

The Contractor shall submit a daily work schedule to the Resident Engineer for the purpose of

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

The schedule shall include the location and type of all work to be performed that day and all material deliveries. 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.

Basis of Payment.

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

RAILROAD PROTECTIVE LIABILITY INSURANCE

Description. The Contractor will be required to carry Railroad Protective Liability and Property Damage Insurance in accordance with Article 107.11 of the Standard Specifications. The limits of liability shall be in accordance with Article 107.11 for the Standard Specifications unless otherwise noted. A separate policy is required for each railroad indicated below unless otherwise noted.

<u>NAMED INSURED & ADDRESS</u>	<u>NUMBER & SPEED OF PASSENGER TRAINS</u>	<u>NUMBER & SPEED OF FREIGHT TRAINS</u>
Chicago Transit Authority (CTA) 120 North Racine Avenue Chicago, IL 60607	M-F 382 trains/day at 55 mph	0
	Sat 338 trains/day at 55 mph	0
	Sun 356 trains/day at 55 mph	0

For Freight/Passenger and Insurance Information, please contact the CTA Representative, Mr. Marvin A. Watson (312) 681-3860.

<u>NAMED INSURED & ADDRESS</u>	<u>NUMBER & SPEED OF PASSENGER TRAINS</u>	<u>NUMBER & SPEED OF FREIGHT TRAINS</u>
Norfolk Southern Railway Company Pennsylvania Lines L.L.C. 3 Commercial Place Norfolk, VA 23510-2191	20 trains / day / 70 mph	50 trains / day / 50 mph

For Freight/Passenger Information Contact: Tom Bracey Phone: 404-527-2536
David Fries,
Director Risk
For Insurance Information Contact: Management Phone: 757-629-2701

Railroad Protective Liability Insurance: \$5,000,000/occurrence;
\$10,000,000 aggregate/occurrence

Flagman Cost / \$400 / 10 hour day.

Basis of Payment: The costs for providing insurance, as noted above, will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

APPROVAL OF INSURANCE: The ORIGINAL* and one CERTIFIED copy of each required policy shall be submitted to ENGINEER OF DESIGN, ILLINOIS DEPARTMENT OF TRANSPORTATION, 2300 SOUTH DIRKSEN PARKWAY, SPRINGFIELD, ILLINOIS 62764 for approval. The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with expiration date of each required policy.

*An additional original or required policy shall be submitted to the CTA.

CTA COORDINATION

All work to be done by the Contractor on, over or in close proximity of the CTA (Chicago Transit Authority) right-of-way shall be performed in accordance with Article 107.12 of the Standard Specifications and the following additional CTA requirements.

1. The CTA's Representative for this project will be:

Mr. Marvin A. Watson
General Manager, Construction
567 W. Lake Street
P. O. Box 7598
Chicago, IL 60680-7598
(312) 681-3860

2. NOTIFICATION TO CTA:

- A. After the letting of the contract and prior to performing any work, the CTA Representative shall be notified by the Department to attend the pre-construction meeting. In this meeting, the Contractor shall confer with the CTA's Representative regarding the CTA's requirements for the protection of CTA utilities clearances, operations, and safety.
- B. Prior to the start of any work on or over the CTA's right-of-way, the Contractor shall meet with the CTA Representative to determine his requirements for flagmen and other necessary items related to the work activities on, over, and next to the CTA facilities and to receive CTA's approval for the Contractor's proposed operations.
- C. The Contractor shall notify the CTA Representative 72-hours in advance of the time he intends to enter upon the CTA right-of-way for the performance of any work.

3. PROTECTION OF THE CTA TRAFFIC:

- A. The CTA will be operating mainline trains and performing rail yard operations 24 hours per day, seven days per week during the construction of this project.
- B. The Contractor shall, at all times, take special care to conduct his operations over, under, adjacent to or adjoining the CTA facilities in such a manner as to prevent settlement, damage or displacement to any CTA structures, equipment, tracks or portions thereof and to prevent interruption of train service.
- C. Any damage to the tracks, or other CTA facilities caused by the Contractor's operations, shall be replaced or repaired by the CTA at the Contractor's expense.

4. REIMBURSEMENT OF COSTS:

- A. All Contractors performing work on or near CTA property shall be required to provide a deposit, in advance, equal to the CTA's Construction Department's estimate. This estimated amount equals the anticipated amount of CTA services and includes, but is not limited to, Flagging charges, Inspector charges, and Maintenance charges. No Contractor will be permitted to work prior to submission of a deposit.
- B. If the deposited amount is used up, prior to the completion of the project, the CTA will require an additional deposit to cover the anticipated work remaining. Any money unused at time of project completion will be returned to the Contractor within 30 days.
- C. All checks must be made payable to Chicago Transit Authority and be submitted, with a copy of the estimate, to the CTA Treasury Department, 567 West Lake Street, P.O. Box 7565, 7th Floor, Chicago, IL 60680-7565.

- D. The Department will not be liable for any delays by the CTA in providing flagmen or other services required by this Special Provision.
5. Whenever any work, such as temporary shoring and erection procedures for spans over the CTA track, in the opinion of the CTA's inspector, may affect the safety of the trains and the continuity of the CTA's operations, the methods of performing such work shall first be submitted to the CTA for approval. If operations by the Contractor during construction are determined by the CTA's inspector to be hazardous to the CTA's operations, the Contractor shall suspend such work until reasonable remedial measures, and/or alternate methods, satisfactory of the CTA, are taken. Such remedial measures may include obtaining the services of the CTA personnel so that adequate protection may be provided.
6. CTA OPERATING RESTRICTIONS:

Operating requirements of the CTA, while work on this project is in progress, are as follows:

- A. When the construction work is performed adjacent to an active track and the work does not involve the track or the third rail, the Contractor can provide (and the right-of-way allows for) an uninterrupted physical barrier (fence) at least 6 feet high (above track or platform level) to separate the work area from operating track(s). With the barrier in place, work at track level may be permitted at any time without CTA flagman and Slow Zone protection.

Such temporary barriers shall be installed as far from the operating track(s) as possible, but no closer than 7'-2" from the centerline of the nearest operating track. The materials, location, construction, and installation of the temporary barrier and the work procedures in the vicinity of the barrier must all be approved 48 hours in advance by the CTA Representative. Any construction work involving a crane lifting material higher than the barrier wall will still require CTA flagging protection.

- B. Work that is adjacent to or over the CTA operating tracks without a barrier in place requires CTA flagmen. Work is to be done during the following hours:
- Monday through Friday – 9:00 a.m. to 3:00 p.m.
(Based on one slow zone allowed in each direction per line)
 - Monday through Saturday, inclusive - 8:00 p.m. to 4:00 a.m.
 - Sunday - 12:00 a.m. to Monday 4:00 a.m.
- C. Work within the clearance envelope may require a single track operation and hours and length of single track will be determined by CTA rail operations (see paragraph 13 for clearance envelope).
- D. As much work as possible is to be done under normal CTA operating conditions (under traffic) without disruption of train movements.

- E. In order to request a single track (taking one track out of service), the Contractor, through the Resident Engineer, shall notify the CTA Representative forty-two (42) calendar days in advance of the proposed interruption.
 - F. Interruptions will be provided solely at the CTA's discretion, depending upon the transit service demands for special events and possible conflicts with prior commitments to other work scheduled on the same route.
 - G. No more than one service interruption will be allowed simultaneously on this CTA line.
 - H. If the Contractor is unable to return the CTA track to normal operation on time, after the interruption, liquidated damages of at least \$100.00 per minute of delay shall be paid directly to the CTA by the Contractor. Liquidated damages paid by the Contractor will not be reimbursed.
- 7. Pedestrian traffic to the CTA facilities shall be maintained at all times.
 - 8. A notice of at least seventy-two (72) hours shall be given to the CTA prior to any beam removal or replacement, which will cause interruption to the CTA facilities and service.
 - 9. Simultaneous work on two piers that will require flagmen and affect the train operation shall not be allowed. Work, which will require flagmen, shall be limited to only **one side of the track at a time**.
 - 10. CTA shall have access to all storage tracks and unrestricted train operation over special holidays such as "July 4" and events such as the "Taste of Chicago". Dates for the above and other special holidays and events such as conventions, auto shows, World Series, etc., will be given to the Department as soon as they are available.
 - 11. The Contractor will be required to take all precautions to avoid debris, concrete, and other materials falling over and/or on the tracks.
 - 12. **OTHER SPECIAL CONDITIONS:**
 - A. The Contractor shall caution all employees of the presence of electric third rail (600 volts DC), live cables, and moving trains on CTA tracks. The Contractor shall take all necessary precautions to prevent damage to life or property through contact with the electrical or operations systems. The Contractor shall caution all employees that any contact with live electric third rail or "live" portions of train undercarriage may result in a severe burn or death.
 - B. The Contractor shall establish third-rail safety precautions in accordance with Authority regulations, such as, using insulating hoods or covers for live third rail or cables adjacent to the work. The Authority will provide CTA-qualified personnel to the Contractor as Contact Personnel. Unless otherwise noted, only CTA personnel are allowed to disconnect power.
 - C. Safety Training: All employees of the Contractor or his Subcontractors who are required to work upon or adjacent to the CTA's operating tracks shall be required

to attend and provide evidence of completion of a right-of-way safety training course administered by CTA.

- D. Arrangements for the safety training course shall be the Contractor's responsibility. Contact the CTA Representative to arrange for the safety course.
- E. The cost of the course is \$150.00 per person, payable to the CTA prior to taking the course. The cost of this course and the employee's time for the course shall be considered incidental to the cost of the contract. The course is one day long from 8:00 a.m. to 4:00 p.m.
- F. The Contractor his Subcontractors and all of his employees who are required to work on or around the CTA's operating tracks shall wear a CTA type safety vest.

13. CTA TRANSIT CLEARANCES:

The Contractor shall perform his work in a manner that provides adequate clearance to the CTA tracks. The clearances shall not be less than the following for safe passage of trains.

7'-2" horizontal to the centerline of the nearest track in yard and right-of-way.

14'-6" vertical from the top of the high running rail.

14. PROTECTIVE SHIELD:

- A. The Contractor shall furnish, install, and later remove a protective shield to protect the CTA traffic from damage due to falling material and objects during construction. The protective shield may be a platform, a net or any other Department approved structure.
 - B. A minimum vertical clearance of 14'-6" above the high running rail of the CTA tracks shall be provided at all times.
 - C. The protective shield and supporting members shall be designed to sustain a load of 200 pounds per square foot in addition to its own weight. Drawings and design calculations for the protective shield shall be stamped by an Illinois Licensed Structural Engineer and shall be submitted to the Department for approval. The protective shield shall be constructed only after the Department has approved the drawings and the design.
15. The contractor shall be required to provide a schedule for material removal, delivery of new material, crane operation over and around the tracks, and a schedule for access of workmen to the construction site.

CAST IN PLACE TACTILE/DETECTABLE WARNING SURFACE SYSTEM FOR RAMPS FOR PEOPLE WITH DISABILITIES

PART 1 GENERAL

1. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Special Conditions and Division 1 Specifications Section, apply to this Section.

2. DESCRIPTION

- A. This Section specifies furnishing and installing cast-in-place tactile tile modules where indicated.

3. SUBMITTALS

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit two (2) samples minimum 6"x8" of the kind proposed for use.
- C. Shop drawings are required for products specified showing fabrication details; composite structural system; plans of placement including joints, and material to be used as well as outlining installation materials and procedure.
- D. Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports must be conducted on a tactile system as certified by a qualified independent testing laboratory.
- E. Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile system and accessory as required.

4. QUALITY ASSURANCE

- A. Provide tactile system and accessories as produced by a single manufacturer.
- B. Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed installations similar in material, design, and extent to that indicated for Project.
- C. Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.

- D. California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR). Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of "Detectable Warning". Section 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicle Area's".
- E. The tile must incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area must consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "EZ set "tile as manufactured by . E-Z Set Corporation, and distributed by Traffic Control Corporation, 780 W. Belden Ave, STE D, Addison, IL, 630-543-1300, as suggested.
1. Dimensions: Tile Assemblies must be held within the following dimensions and tolerances:

Length and Width: 24"x 24" nominal, Plus or minus 1/16".
Depth: 1.500" ± 5% max.
Face Thickness: 0.1875 ± 5% max.
Warpage of Edge: 0.5% ± max.
 2. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.
 3. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.90 on top of domes and field area.
 4. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
 5. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
 6. Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.
 7. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
 8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486* with reciprocating linear motion of 37 cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled,

weight and wood block to be 3.2 lb. Average wear depth must not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

9. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
10. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.
11. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours must exhibit the following result - no deterioration, fading or chalking of surface of tile.

5. DELIVERY, STORAGE AND HANDLING

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

6. SITE CONDITIONS

- A. Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile tile material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where work is completed.
- B. The use of water for work, cleaning or dust control, etc. must be contained and controlled and must not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect passengers or public.
- C. Disposal of any liquids or other materials of possible contamination must be made in accordance with federal state and local laws and ordinances.

- D. Cleaning materials must have code acceptable low VOC solvent content and low flammability if used on the site.

7. EXTRA STOCK

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

8. GUARANTEE

- A. Cast-in-place tactile tiles must be guaranteed in writing for a period of five years from date of final completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

PART 2 PRODUCTS

1. MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

2. GLASS FIBER REINFORCED CERAMIC CEMENT (GFRCC)

- A. Proprietary Ceramic Cement Blend.
 - 1. Use only one brand, type and source of supply of cement throughout GFRCC production unless noted otherwise.
- B. Aggregates
 - 1. Proprietary blend
- C. Water. Potable, free from foreign materials in amounts harmful to concrete.
- D. Admixtures: conform to ASTM C260 for air entrapment, ASTM C494 for chemical admixtures, or ASTM C618 for fly ash or natural pozzolan admixtures, at manufacturers option. Do not use admixtures that contain more than 0.1% chloride ions.
- E. Coloring Agent
 - 1. Conform to ASTM C979, ultraviolet resistant, high temperature stable, harmless to concrete set or strength.

2. The amount of coloring agent must not exceed 10% of the cement weight.
3. Color: Federal Brick Red 30166 Color must be homogeneous throughout the tile.

3. ANCHORS AND SUBSYSTEMS

- A. Each GFRCC panel is to be attached to the supporting concrete with a minimum of 4 E-Z Set ABS anchors in the top horizontal plane and in the preformed holes.

PART 3 EXECUTION

1. INSTALLATION

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- B. The specifications of the concrete sealants and related materials must be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- C. The physical characteristics of the concrete must be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under these conditions suitable weights such as 2 concrete blocks or sandbags (25 lb) must be placed on each tile.
- D. Prior to placement of the Cast-In-Place System, the contract drawings must be reviewed.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, vibrator and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In Place System.
- F. The concrete must be poured and finished, true and smooth to the required dimensions and slope prior to tile placement. Immediately after finishing the concrete, the electronic level should be used to check that the required slope is achieved. The tile must be placed true and square to the curb edge in accordance with the contract drawings. The Cast-In-Place Tiles must be tamped or vibrated into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes. The tolerance for elevation differences between tile and adjacent surface is 1/16".

Place the second panel next to the first, leaving no gap (tiles must be abutted to one another) and press into the wet concrete using a twisting back and forth motion. Be certain that the second panel is even and level with the first and with the surrounding concrete

- G. Immediately after tile placement, the tile elevation is to be checked to adjacent concrete. The tile elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates.

While concrete is workable a steel trowel must be used to trowel the concrete around the tile perimeter to the field level of the tile. - Trowel concrete flat, remove any excess concrete and leaving no gap (tiles must be abutted to one another) between the panels. Apply broom finish or other recommended finish to the area immediately surrounding the panels

- H. Remove the protective plastic coating and insert one ABS anchor into each of the preformed holes, being certain that the anchors are inserted completely, flush to the panel surface. Tap the top of each anchor 5-6 times using the trowel handle. This will insure good contact of the concrete with the anchor.
- I. During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile to rock the tile, causing a void between the underside of tile and concrete.
- J. Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets, 2 suitable weights of 25 lb each must be placed on each tile as necessary to ensure solid contact of tile underside of concrete.
- K. Following the curing of the concrete, the protective plastic wrap is to be removed from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs, a wire brush will clean the residue without damage to the tile surface.

2. CLEANING AND PROTECTING

- A. Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- C. Clean tactile tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile tile by method specified by tactile tile manufacturer.

Method of Measurement: CAST IN PLACE TACTILE/DETECTABLE WARNING SURFACE SYSTEM FOR RAMPS FOR PEOPLE WITH DISABILITIES will be measured per square foot.

Basis of Payment: The work under this item will be paid for at the contract unit price per square foot as shown in the Schedule of Unit Prices for CAST IN PLACE TACTILE/DETECTABLE WARNING SURFACE SYSTEM FOR RAMPS FOR PEOPLE WITH DISABILITIES which price will include all labor, installation, equipment, materials and incidental work necessary to complete the work as specified.

DOMESTIC WATER SERVICE BOXES, WATER VALVES AND DOMESTIC METER VAULTS TO BE ADJUSTED

This work shall consist of the adjustment of existing domestic water service boxes, water valves or domestic meter vaults to match the proposed surface grade, in accordance with the applicable portions of Section 565 of the Standard Specifications, and as directed by the Engineer. In order to make the necessary adjustments, the Contractor may have to provide either slide-type or screw-type extensions for the existing facility. It shall be the responsibility of the Contractor to ascertain the type of existing facility and the necessary extension piece required to perform the adjustment. The installation of the extension pieces, or the proper manipulation of the existing slide or screw type devices, will be the only adjustment allowed and the use of physical force to raise or lower the existing domestic water service boxes, water valves or domestic meter vaults will not be permitted. Obtain copies of Water Service Pipe Plats from the Department of Water Management (312-744-7001) to verify and confirm the exact location of the existing facilities.

This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES, WATER VALVES OR DOMESTIC METER VAULTS TO BE ADJUSTED, which price shall include all labor, equipment, and materials necessary to complete the work as specified.

SAND CUSHION, 3-INCH

Description. This work consists of replacing subgrade material from beneath proposed sidewalks with a 3-inch sand cushion, as directed by the Engineer.

Materials. The sand cushion shall be fine aggregate conforming to Section 1003 of the Standard Specifications with an FA-2 gradation.

General Requirements. Upon removal to proposed sub-base elevation of existing sidewalks, a 3-inch compacted thickness of sand shall be placed prior to placement of proposed portland cement concrete. The sand cushion shall be placed upon a prepared sub-grade and compacted to 95% of maximum density as determined by AASHTO T-99.

Disposal. Surplus excavated material shall not be stockpiled on the jobsite but disposed of in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement. This item of work will be measured in place and the volume will be computed in cubic yards as determined by method of average end areas.

Basis of Payment. This work will be paid for at the Contract Unit Price per cubic yard for SAND CUSHION, 3-INCH, which price will include all cost for furnishing, installing and compacting the sand cushion.

PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8"

This work shall consist of a portland cement concrete alley pavement (eight inch) constructed on a prepared sub-base, according to requirements of Sections 420 and 423 insofar as they apply.

Method of Measurement. Portland cement concrete alley pavement will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE ALLEY PAVEMENT, 8".

AUTHORITY OF RAILROAD ENGINEER (BDE)

Effective: July 1, 2004

Revise Article 105.02 of the Standard Specifications to read:

"105.02 Authority of Railroad Engineer. Whenever the safety of railroad traffic is concerned, the Railroad Engineer will have jurisdiction over safety measures to be taken and his/her decision as to the methods, procedures, and measures used shall be final, and any and all Contractors performing work near or about the railroad shall be governed by such decision. Instructions to the Contractor by the Railroad Engineer will be given through the Engineer. Work ordered as specified herein will be classified and paid for according to Article 104.02. Work performed for the Contractor's convenience will not be paid for separately but shall be considered as included in the contract."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-

reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES”

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a

ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

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

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

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

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use

is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)”

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

“Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete.”

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the “Unit Price Adjustments” table of Article 503.22 of the Standard Specifications to read:

“UNIT PRICE ADJUSTMENTS	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals): When protected by: Protection Method II Protection Method I	 115% 110%
For concrete in superstructures: When protected by: Protection Method II Protection Method I	 123% 115%
For concrete in footings: When protected by: Protection Method I, II or III	 107%
For concrete in slope walls: When protected by: Protection Method I	 107%”

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

“All test specimens shall be cured with the units according to Article 1020.13.”

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article.”

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“For curing, air vents shall be in place, and shall be so arranged that no water can enter the void tubes during the curing of the members.”

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13.”

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days.”

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the “Index Table of Curing and Protection of Concrete Construction” table of Article 1020.13 of the Standard Specifications to read:

“INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: ^{11/}			
Pavement			
Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/}	3	1020.13(c)
Base Course			
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	1020.13(c)
Driveway			
Median			
Curb			
Gutter	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/}	3	1020.13(c) ^{16/}
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin			
Manhole	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Inlet			
Valve Vault			
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings			
Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/7/}	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/6/}	7	1020.13(e)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)

Precast Concrete: ^{11/}		
Bridge Beams		
Piles		
Bridge Slabs	1020.13(a)(3)(5) ^{9/10/}	As required. ^{13/} 504.06(c)(6), 1020.13(e)(2) ^{19/}
Nelson Type Structural Member		
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/9/10/}	As required. ^{14/} 504.06(c)(6), 1020.13(e)(2) ^{19/}
Precast, Prestressed Concrete: ^{11/}		
All Items	1020.13(a)(3)(5) ^{9/10/}	Until strand tensioning is released. ^{5/} 504.06(c)(6), 1020.13(e)(2) ^{19/}

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).

- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less

than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced by the Contractor at his/her own expense.”

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

“The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.”

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

“The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period.”

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

“1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.

Add the following Article to Section 1022 of the Standard Specifications:

“1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I, II, or III according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume.”

Revise Article 1020.14 of the Standard Specifications to read:

“1020.14 Temperature Control for Placement. Temperature control for concrete placement shall conform to the following requirements:

- (a) Temperature Control other than Structures. The temperature of concrete immediately before placing, shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) Temperature Control for Structures. The temperature of concrete as placed in the forms shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F), per the Engineer's instructions. When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is

authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: June 1, 2004

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 24.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit

a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments

made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of

efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to

extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

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

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: April 1, 2005

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

“The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e).”

Revise Article 701.04(c)(6) of the Standard Specifications to read:

“(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange, fluorescent yellow/green, or a combination of fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments.”

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

“When coarse aggregate is used to produce portland cement concrete for base course,

base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department's Freeze-Thaw Test."

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

"The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

- (a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

- (b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal

(material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: September 1, 2003

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 no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor 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 throughout the contracting chain.

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

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor 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 shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will

not approve any delay or postponement of the 15 day requirement. State law creates 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 in accordance with the Public Construction Bond Act, 30 ILCS 550.

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 1993

Revised: April 2, 2004

Description. This work shall consist of furnishing, placing, and maintaining changeable message sign(s) at the locations(s) shown on the plans or as directed by the Engineer.

The sign(s) shall be trailer mounted. The message panel shall be at least 2.1 m (7 ft) above the pavement, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time. Character height shall be 450 mm (18 in.).

The message panel shall be of either a bulb matrix or disc matrix design controlled by an onboard computer capable of storing a minimum of 99 programmed messages for instant recall. The computer shall be capable of being programmed to accept messages created by the operator via an alpha-numeric keyboard and able to flash any six messages in sequence. The message panel shall also be capable of being controlled by a computer from a remote location via a cellular linkage. The Contractor shall supply the modem, the cellular phone, and the necessary software to run the sign from a remote computer at a location designated by the Engineer. The Contractor shall promptly program and/or reprogram the computer to provide the messages as directed by the Engineer.

The message panel shall be visible from 400 m (1/4 mile) under both day and night conditions. The letters shall be legible from 250 m (750 ft).

The sign shall include automatic dimming for nighttime operation and a power supply capable of providing 24 hours of uninterrupted service.

The Contractor shall provide all preventive maintenance efforts s(he) deems necessary to achieve uninterrupted service. If service is interrupted for any cause and not restored within 24 hours, the Engineer will cause such work to be performed as may be necessary to provide this service. The cost of such work shall be borne by the Contractor or deducted from current or future compensation due the Contractor.

When the sign(s) are displaying messages, they shall be considered a traffic control device. At all times when no message is displayed, they shall be considered equipment.

Basis of Payment. When portable changeable message signs are shown on the Standard, this work will not be paid for separately but shall be considered as included in the cost of the Standard.

For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar month for each sign as CHANGEABLE MESSAGE SIGN.

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Replace the first sentence of the second paragraph of Article 1001.01 of the Standard Specifications with the following:

“For portland cement according to ASTM C 150, the addition of up to 5.0 percent limestone by mass (weight) to the cement will not be permitted. Also, the total of all organic processing additions shall not exceed 1.0 percent by mass (weight) of the cement and the total of all inorganic processing additions shall not exceed 4.0 percent by mass (weight) of the cement.”

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

“The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

“The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

“The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

“The plant shall be approved before production begins according to the Bureau of Materials and Physical Research’s Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks”.”

PERFORMED RECYCLED RUBBER JOINT FILLER (BDE)

Effective: November 1, 2002

Revise Article 503.02(c) of the Standard Specifications to read:

“(c) Prefomed Expansion Joint Filler 1051”

Revise Article 637.02(d) of the Standard Specifications to read:

“(d) Prefomed Expansion Joint Filler 1051”

Add the following Article to Section 1051 of the Standard Specifications:

“1051.10 Prefomed Recycled Rubber Joint Filler. Prefomed recycled rubber joint filler shall consist of ground tire rubber, free of steel and fabric, combined with ground scrap or waste polyethylene. It shall not have a strong hydrocarbon or rancid odor and shall meet the physical property requirements of ASTM D 1752. Water absorption by volume shall not exceed 5.0 percent.”

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: November 1, 2004

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

“Table 1 - SEEDING MIXTURES			
	Class – Type	Seeds	kg/hectare (lb/acre)
1A	Salt Tolerant Lawn Mixture 7/	Bluegrass	70 (60)
		Perennial Ryegrass	20 (20)
		Audubon Red Fescue	20 (20)
		Rescue 911 Hard Fescue	20 (20)
		Fults Salt Grass*	70 (60)
2A	Salt Tolerant Roadside Mixture 7/	Alta Fescue or Ky 31	70 (60)
		Perennial Ryegrass	20 (20)
		Audubon Red Fescue	20 (30)
		Rescue 911 Hard Fescue	20 (30)
		Fults Salt Grass 1/	70 (60)”

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

“Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to

June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent coverage over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

"252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

"252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

(a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.

(b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

“(b) Salt Tolerant Sod.

Variety	Percent by Weight
Buffalo Grass	30%
Buchloe Dactyloides	
Amigo Fineleaf Tall Fescue	20%
Audubon Red Fescue	15%
Rescue 911 Hard Fescue	15%
Rugby Kentucky Bluegrass	5%
Fults Pucinnellia Distans	15%”

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

TABLE II						
Variety of Seeds	Hard Seed Percent Maximum	Purity Percent Minimum	Pure, Live Seed Percent Minimum	Weed Percent Maximum	Secondary Noxious Weeds No. per kg (oz) Max. Permitted*	Remarks
Alfalfa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Alta or Ky. 31	-	97	82	1.00	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fults Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

Revise the tenth paragraph of Article 301.03 of the Standard Specifications to read:

“Equipment of such weight, or used in such a way as to cause a rut in the finished subgrade of 13 mm (1/2 in.) or more in depth, shall be removed from the work or the rutting otherwise prevented.”

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency 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 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

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 \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights,

barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route I-90/94 Dan Ryan Expressway Marked Dan Ryan Expressway
I-57 at Illinois Route 1 (Halsted St) &
I-90 at MLK to 31st Street

Section See individual contract Project No. Various Contract Numbers –
Refer to Attachment

County Cook, IL

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

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

John P. Kan
Signature
District Engineer
Title

August 5, 2003
Date

1 Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):

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

Construction Descriptions

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

The Dan Ryan Expressway reconstruction project was designed in three segments in Phase I. The three segments are described from south to north.

The segment from 95th to 67th Streets (U.S. Route 20 / 45), the improvement includes reconstruction of the eight traffic lanes of the existing Dan Ryan Expressway pavement, the addition of a through travel lane in each direction, and modifications to entrance and exit ramps. The improvement involves the addition of a through travel lane along both northbound and southbound Dan Ryan onto Interstate 57 to the interchange with Halsted Street (Illinois Route 1). There are intersection improvements at 79th Street.

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

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

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

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

In addition, other improvements include:

- A new highway lighting system (110 foot towers with lights on 11-foot mounting rings).
- New expressway signing (provides four new and upgrade three changeable message signs).
- Replacement of traffic surveillance equipment with upgraded technology.
- Closed circuit television for traffic conditions and crash incident monitoring.
- Accident investigation sites.
- Other incidental work as required completing the reconstruction of this segment of the expressway to AASHTO and IDOT criteria.

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

- Northbound (NB) exit and southbound (SB) entrance at 76th Street (2 ramps)
- Northbound (NB) and southbound (SB) exits and entrances at 59th Street (4 ramps)
- Northbound (NB) and southbound (SB) exits and entrances at 51st Street (4 ramps)
- Northbound (NB) exit and southbound (SB) entrance at 43rd Street (2 ramps)

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

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

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

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

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

Environmental Descriptions

Special waste for the Dan Ryan project has **HIGH** risk for the occurrence of regulated substances or natural hazards at twelve sites. A Preliminary Environmental Site

Assessment (PESA #1106) with stipulations for excavation depths varies for twelve high risk locations. Depth stipulations can be met at Sites: 808-10A, 1106-17B, 1106-25B, 1106-44A, and 1106-51. A request for Preliminary Site Investigation (PSI) will be required for Sites: 1106-2B, 1106-4A, 1106-6A, and 1106-9, 1106-33B, 1106-47, and 1106-52.

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

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

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

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

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

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

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

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

Contract # – Name/Description

Contract Duration

- Major Activities

Construction Year 2003

62573 – Shoulder Repair and Median Cross-Over

August 18 – October 31, 2003

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

62591 – Storm Sewer Jacking

November 15, 2003 – June 4, 2004

- Storm sewer jacking from 95th to 67th Streets

Construction Year 2004 to 2005

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

March 1 – October 31, 2004

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

62691 – Reconstruct Watermain Crossing under the Dan Ryan from 32nd Street to 63rd Street

May 3, 2004 – June 20, 2005

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

June 21, 2004 – August 15, 2005

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

62587 – Wentworth Avenue Overpass and Wells Street Realignment

June 21, 2004 – June 30, 2005

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

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

June 21, 2004 – August 15, 2005

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

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

August 1, 2004 – October 31, 2005

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

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

September 13, 2004 – November 30, 2005

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

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

September 13, 2004 – November 30, 2004

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

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

September 27, 2004 – July 1, 2005

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

December 21, 2004 – July 4, 2005

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

February 28, 2005 – December 30, 2005

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

February 28, 2005 – December 30, 2005

Construction Year 2006

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

March 6 – October 27, 2006

- Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan Ryan I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction

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

March 6 – October 27, 2006

- Reconstruction of the local lanes 4, 5, and the outside shoulder for the Dan Ryan I-57 interchange
- Replacement of the storm sewer
- Retaining wall construction

62302 – SB Express Lanes 71st to 47th Streets

March 6 – October 27, 2006

- Reconstruction of the express lanes between 67th and 47th Street
- Construction of lanes 4 & 5 between 71st and 67th Street

62300 – NB Express Lanes 71st to 31st Streets

March 6 – October 27, 2006

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

Construction Year 2007

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

March – November 2007

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

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

March – November 2007

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

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

March – November 2007

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

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

March 7 – November 2007

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

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

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

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

2. Controls

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

a. Erosion and Sediment Controls

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

Description of Stabilization Practices:

1. Temporary Erosion Control Seeding shall be applied in accordance with the Special Provision. Seed mixture will depend on the time of year it is applied. Oats will be applied from January 1 to July 31 and Hard Red Winter Wheat from August 1 to December 31.
2. Short Term Seeding - Seeding Class 2A shall be used to protect bare earth from more than just one or two summer-winter cycles. Due to the length and complexity of this project, it is necessary that short term, final graded slopes be short term seeded as directed by the Engineer.
3. Stone Riprap - Class A4 stone riprap with filter fabric will be used as protection at the discharge end of most storm sewer and culvert end sections to prevent scouring at the end of pipes and to prevent downstream erosion.
4. Temporary Tree Protection - Shall consist of items "temporary fencing" and "tree trunk protection" as directed by the engineer and in accordance with Article 201.05 of the Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.
5. Permanent Stabilization - All areas disturbed by construction will be stabilized as soon as permitted with permanent seeding following the finished grading, but always within seven days with Temporary Erosion Control Seeding. Erosion Blankets will be installed over fill slopes, which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seeds to germinate properly.

6. Erosion Control Blankets and Mulching - Erosion control blankets will be installed over fill slopes and in high velocity areas that have been brought to final grade and seeded to protect slopes from erosion and allow seeds to germinate. Mulch will be applied in relatively flat areas to prevent further erosion.
- (ii) Structural Practices. Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices:

1. Sediment Control, Stabilized Construction Access - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access. The aggregate surface of the access points will capture soil debris, reducing the amount of soil deposits placed on to the roadway by vehicles leaving the work zones.
2. Inlet Filters - Inlet and Pipe Protection will be provided for storm sewers. These filters will be placed in every inlet, catch basin or manhole with an open lid, which will drain water during at least a 10-year storm event. The Erosion Control Plan will identify the structures requiring Inlet filters.
3. Sediment Control, Silt Fence - A silt fence will be placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site. These areas are marked on the erosion control plans in each contract.
4. Sediment Control, Temporary Ditch Checks - Rolled excelsior ditch checks will be placed in swales at the rate of one for every 0.3 meters in vertical drop, or as directed by the Engineer, in order to prevent downstream erosion.
5. Sediment Control, Temporary Stream Crossing - Coarse aggregate overlaying a geotextile fabric will be placed in locations necessary for contractor access over water channels. The aggregate surface of the crossing will reduce the amount of soil disturbance in the streams.
6. Sediment Control, Temporary Pipe Slope Drain - This item consists of a pipe with flared end sections, placed daily, along with anchor devices in conjunction with temporary berms that direct runoff down an unstabilized slope.
7. Sediment Control, Dewatering Basins will be provided at wherever the contractor is removing and discharging water from excavated areas and the water is not being routed through a sediment trap or basin.
8. Stone riprap will be provided at several storm and culvert outlets as a measure for erosion and sediment control where needed during and after the project.

9. Bridges will be designed to reduce the potential for scouring.
10. Underdrains will be used to minimize potential erosion caused by surface water flows by reducing the subsurface water which can cause failed pavements, unstable shoulders and other disturbed areas.
11. Covers will be placed on open ends of pipes in trenches.

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

b. Storm Water Management

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

- (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).
- (iii) The Department proposes to remove vegetation within the project limits as necessary for construction. The Department proposes to revegetate according to the City of Chicago Landscape Framework Plan.

c. Other Controls

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

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or

storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR40 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

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

3. Maintenance

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

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

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

1. Seeding - all erodable bare earth areas will be temporarily seeded and inspected on a weekly basis to minimize the amount of erodable surface within the contract limits.
2. Silt Filter Fence, all types
3. Erosion Control Blanket
4. Tree Protection
5. Ditch Checks
6. Temporary slope drains
7. Sediment/dewatering basins
8. Stabilized construction entrances

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

4. Inspections

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

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

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

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

5. Non-Storm Water Discharges

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

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

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

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

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

Good Housekeeping

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



**CONTRACTOR CERTIFICATION
STATEMENT**

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

Project Information:

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

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

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

Storm Water Pollution Prevention Plan – Attachment

Project Limits: Dan Ryan Expressway I-57 at Illinois Route 1 (Halsted St) & I-90 at MLK to 31st Street

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

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

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR COOK COUNTY EFFECTIVE JUNE 2005

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

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

Cook County Prevailing Wage for June 2005

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		36.820	40.140	2.0	2.0	2.0	6.920	6.260	0.000	0.210
BRICK MASON		BLD		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.440
CARPENTER		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
CEMENT MASON		ALL		35.400	36.650	2.0	1.5	2.0	5.430	4.400	0.000	0.150
CERAMIC TILE FNSHER		BLD		25.450	0.000	2.0	1.5	2.0	5.000	4.350	0.000	0.100
COMM. ELECT.		BLD		30.890	33.390	1.5	1.5	2.0	5.600	5.270	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRIC PWR GRNDMAN		ALL		26.480	39.550	1.5	1.5	2.0	5.130	6.330	0.000	0.140
ELECTRIC PWR LINEMAN		ALL		33.950	39.550	1.5	1.5	2.0	6.570	8.120	0.000	0.170
ELECTRICIAN		ALL		34.650	37.250	1.5	1.5	2.0	8.100	6.430	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		38.995	43.870	2.0	2.0	2.0	7.275	3.420	2.340	0.370
FENCE ERECTOR		ALL		24.840	26.090	1.5	1.5	2.0	6.650	6.740	0.000	0.000
GLAZIER		BLD		30.000	31.000	1.5	2.0	2.0	6.090	8.450	0.000	0.500
HT/FROST INSULATOR		BLD		31.650	33.400	1.5	1.5	2.0	7.260	8.360	0.000	0.230
IRON WORKER		ALL		34.850	36.350	2.0	2.0	2.0	8.220	10.27	0.000	0.270
LABORER		ALL		29.000	29.750	1.5	1.5	2.0	6.310	3.440	0.000	0.170
LATHER		BLD		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
MACHINIST		BLD		34.540	36.290	2.0	2.0	2.0	3.200	4.100	2.380	0.000
MARBLE FINISHERS		ALL		25.050	0.000	1.5	1.5	2.0	5.220	6.340	0.000	0.570
MARBLE MASON		BLD		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.570
MILLWRIGHT		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
OPERATING ENGINEER		BLD	1	37.600	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	2	36.300	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	3	33.750	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		BLD	4	32.000	41.600	2.0	2.0	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		FLT	1	42.700	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	2	41.200	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	3	36.650	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		FLT	4	30.500	42.700	1.5	1.5	2.0	6.050	4.850	1.800	0.000
OPERATING ENGINEER		HWY	1	35.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	2	35.250	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	3	33.200	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	4	31.800	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
OPERATING ENGINEER		HWY	5	30.600	39.800	1.5	1.5	2.0	6.050	4.850	1.800	0.600
ORNAMNTL IRON WORKER		ALL		32.300	34.050	2.0	2.0	2.0	6.650	9.690	0.000	0.750
PAINTER		ALL		32.100	36.110	1.5	1.5	1.5	5.550	4.900	0.000	0.340
PAINTER SIGNS		BLD		25.530	28.660	1.5	1.5	1.5	2.600	2.040	0.000	0.000
PILEDRIVER		ALL		34.320	35.820	1.5	1.5	2.0	5.560	4.860	0.000	0.490
PIPEFITTER		BLD		35.000	37.000	1.5	1.5	2.0	6.410	5.600	0.000	0.650
PLASTERER		BLD		31.000	32.500	1.5	1.5	2.0	5.240	6.100	0.000	0.400
PLUMBER		BLD		37.100	39.100	1.5	1.5	2.0	6.250	3.440	0.000	0.590
ROOFER		BLD		31.950	33.950	1.5	1.5	2.0	5.470	2.950	0.000	0.330
SHEETMETAL WORKER		BLD		33.400	36.070	1.5	1.5	2.0	6.460	7.850	0.000	0.590
SIGN HANGER		BLD		23.750	24.600	1.5	1.5	2.0	3.880	2.000	0.000	0.000
SPRINKLER FITTER		BLD		34.500	36.500	1.5	1.5	2.0	7.000	5.550	0.000	0.500
STEEL ERECTOR		ALL		34.850	36.350	2.0	2.0	2.0	8.220	10.27	0.000	0.270
STONE MASON		BLD		32.050	35.260	1.5	1.5	2.0	5.650	6.340	0.000	0.440
TERRAZZO FINISHER		BLD		26.200	0.000	1.5	1.5	2.0	5.750	4.750	0.000	0.220
TERRAZZO MASON		BLD		30.050	32.550	1.5	1.5	2.0	5.750	6.150	0.000	0.120
TILE MASON		BLD		31.000	34.000	2.0	1.5	2.0	5.000	5.350	0.000	0.180
TRAFFIC SAFETY WRKR		HWY		22.800	24.400	1.5	1.5	2.0	3.078	1.875	0.000	0.000
TRUCK DRIVER	E	ALL	1	28.050	28.700	1.5	1.5	2.0	4.500	3.300	0.000	0.000
TRUCK DRIVER	E	ALL	2	27.150	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000

TRUCK DRIVER	E	ALL	3	27.350	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	E	ALL	4	27.550	27.550	1.5	1.5	2.0	4.200	3.200	0.000	0.000
TRUCK DRIVER	W	ALL	1	27.900	28.450	1.5	1.5	2.0	5.350	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	2	28.050	28.450	1.5	1.5	2.0	5.350	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	3	28.250	28.450	1.5	1.5	2.0	5.350	3.100	0.000	0.000
TRUCK DRIVER	W	ALL	4	28.450	28.450	1.5	1.5	2.0	5.350	3.100	0.000	0.000
TUCKPINTER		BLD		33.500	34.500	1.5	1.5	2.0	4.210	5.840	0.000	0.400

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether

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

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other

stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which sare installed in a similar manner.

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.

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.

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. Bobcat (over 3/4 cu. yd.); Boilers; Brick Forklift; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, inside Freight Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (self-propelled); Rock Drill (truck mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

OPERATING ENGINEERS - FLOATING

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

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

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

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

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Craft Foreman; Asphalt Plant; Asphalt Heater and Planer

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

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

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

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

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

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.