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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

17

1121 01111 11111 212
Proposal Submitted By
Name
Address
City

Letting September 19, 2008

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 76B41
MADISON County
Section 65I-TS-1
District 8 Construction Funds
Route FAP 592

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

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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

INSTRUCTIONS

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PROPOSAL

1.	Proposal of	
	•	

Taxpayer Identification Number (Mandatory) ______ a

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

Contract No. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds

TO THE DEPARTMENT OF TRANSPORTATION

Intersection improvements including installation of turn lanes and traffic signals on IL Route 157 at University Park Drive in Edwardsville.

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

- 3. ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER. The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

If a combination bid is submitted,	the proposal guaranties which	accompany the individual	proposals making up the	combination will be consi-	dered 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 quarant	ty check will be found in the proposal for:	Item	

Section No.

County

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

-3-

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

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

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

Schedule of Combination Bids

Combination		Combination Bid			
No.	Sections Included in Combination	Dollars	Cents		

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

State Job # - C-98-010-08
PPS NBR - 8-00205-0000
County Name - MADISON- -

Code - 119 - -

District - 8 - -Section Number - 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
C2002636	S-EUONY ALAT COMP 3'	EACH	12.000				
D2C03536	E-TAXUS X MD DN 3'C	EACH	10.000				
K1005481	SHRED BARK MULCH 3	SQ YD	97.000				
XX002012	REL SIGN SPL	EACH	1.000				
XX005944	F L GR M 175W MET HAL	EACH	4.000				
X0301115	LANDSCAPE EDGING	FOOT	115.000				
X0321501	WEED BARRIER FABRIC	SQ YD	97.000				
X0325541	REM EX LIGHTING SYSTM	L SUM	1.000				
X7800100	PT PVT MK- RAISED MED	SQ FT	20.000				
X7800200	PAINT PVT MARK CURB	FOOT	232.000				
X8570100	DISCONNECT SWITCH	EACH	1.000				
20200100	EARTH EXCAVATION	CU YD	284.000				
20400800	FURNISHED EXCAV	CU YD	275.000				
20800150	TRENCH BACKFILL	CU YD	6.000				
21101685	TOPSOIL F & P 24	SQ YD	97.000				

State Job # - C-98-010-08
PPS NBR - 8-00205-0000
County Name - MADISON- -

Code - 119 - District - 8 - Section Number - 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25000100	SEEDING CL 1	ACRE	0.250				
25000400	NITROGEN FERT NUTR	POUND	23.000				
25000500	PHOSPHORUS FERT NUTR	POUND	23.000				
25000600	POTASSIUM FERT NUTR	POUND	23.000				
25100115	MULCH METHOD 2	ACRE	0.250				
28000250	TEMP EROS CONTR SEED	POUND	25.000				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
28000300	TEMP DITCH CHECKS	EACH	9.000				
28000400	PERIMETER EROS BAR	FOOT	1,466.000				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
28000500	INLET & PIPE PROTECT	EACH	1.000				
28100707	STONE DUMP RIP CL A4	SQ YD	5.000				
28200200	FILTER FABRIC	SQ YD	5.000				
30200650	PROCESS MOD SOIL 12	SQ YD	2,752.000				
30201500	LIME	TON	68.000				
31100300	SUB GRAN MAT A 4	SQ YD	1,346.000				
31100500	SUB GRAN MAT A 6	SQ YD	265.000				

State Job # - C-98-010-08
PPS NBR - 8-00205-0000
County Name - MADISON- -

Code - 119 - - District - 8 - -

Section Number - 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
31102300	SUB GRAN MAT C 6	SQ YD	486.000				
35100100	AGG BASE CSE A	TON	78.000				
40600200	BIT MATLS PR CT	TON	0.300				
40603090	HMA BC IL-19.0 N90	TON	685.000				
40603570	P HMA SC "E" N90	TON	108.000				
42000301	PCC PVT 8 JOINTED	SQ YD	1,172.000				
42001200	PAVEMENT FABRIC	SQ YD	1,172.000				
42001300	PROTECTIVE COAT	SQ YD	1,521.000				
44000100	PAVEMENT REM	SQ YD	119.000				
44000400	GUTTER REM	FOOT	87.000				
44000500	COMB CURB GUTTER REM	FOOT	275.000				
44004250	PAVED SHLD REMOVAL	SQ YD	966.000				
48203029	HMA SHOULDERS 8	SQ YD	651.000				
54213663	PRC FLAR END SEC 18	EACH	1.000				
	CONCRETE COLLAR	CU YD	1.000				

State Job # - C-98-010-08
PPS NBR - 8-00205-0000
County Name - MADISON- -

Code - 119 - District - 8 - Section Number - 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
55019700	SS 1 RCP CL 4 18	FOOT	9.000				
60600095	CLASS SI CONC OUTLET	CU YD	7.000				
60603500	COMB CC&G TB6.06	FOOT	76.000				
60605000	COMB CC&G TB6.24	FOOT	220.000				
60605500	COMB CC&G TB6.24 VWGF	FOOT	157.000				
60618300	CONC MEDIAN SURF 4	SQ FT	1,565.000				
67000500	ENGR FIELD OFFICE B	CAL MO	4.000				
67100100	MOBILIZATION	L SUM	1.000				
70102632	TR CONT & PROT 701602	L SUM	1.000				
70102635	TR CONT & PROT 701701	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	45.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	208.000				
70300220	TEMP PVT MK LINE 4	FOOT	3,002.000				
70300250	TEMP PVT MK LINE 8	FOOT	1,088.000				
70300260	TEMP PVT MK LINE 12	FOOT	299.000				

State Job # - C-98-010-08
PPS NBR - 8-00205-0000
County Name - MADISON- -

Code - 119 - - District - 8 - -

Section Number - 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
70301000	WORK ZONE PAVT MK REM	SQ FT	2,025.000				
72000100	SIGN PANEL T1	SQ FT	26.000				
72900100	METAL POST TY A	FOOT	25.000				
72900200	METAL POST TY B	FOOT	41.000				
78000200	THPL PVT MK LINE 4	FOOT	1,600.000				
78000500	THPL PVT MK LINE 8	FOOT	229.000				
78003100	PREF PL PM TB LTR-SYM	SQ FT	208.000				
78008210	POLYUREA PM T1 LN 4	FOOT	1,402.000				
78008240	POLYUREA PM T1 LN 8	FOOT	859.000				
78008250	POLYUREA PM T1 LN 12	FOOT	299.000				
	RAISED REFL PAVT MKR	EACH	25.000				
78200300		EACH	29.000				
	PAVT MARKING REMOVAL	SQ FT	956.000				
	LOCATE UNDERGR CABLE	FOOT	235.000				
	CON T 1 1/2 PVC	FOOT	210.000				

State Job # - C-98-010-08
PPS NBR - 8-00205-0000

County Name - MADISON- -

 Code 119 -

 District 8 -

 Section Number 65I-TS-1

Project Number	Route
	FAP 592

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
81012600	CON T 2 PVC	FOOT	15.000				
81018500	CON P 2 GALVS	FOOT	65.000				
81400700	HANDHOLE PCC	EACH	2.000				
81603030	UD 2#4 #6G XLPUSE 1	FOOT	250.000				
87800415	CONC FDN TY E 36D	FOOT	13.000				
89000100	TEMP TR SIG INSTALL	EACH	1.000				
89501250	RELOC EX TS EQUIP	EACH	1.000				
89502350	REM & RE ELCBL FR CON	FOOT	2,720.000				
89502380	REMOV EX HANDHOLE	EACH	2.000				
89502385	REMOV EX CONC FDN	EACH	1.000				

CONTRACT NUMBER 76B41	
THIS IS THE TOTAL BID	¢

NOTES:

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

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

I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
 - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
 - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
 - (1) the business has been finally adjudicated not guilty; or
 - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

D. Bid-Rigging/Bid Rotating

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

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

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

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

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

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

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

M. Disclosure of Business Operations in Iran

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

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

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

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

•	•	•	
Check the appropriate statement:			
// Company has no business op	perations in Iran to disclose.		
// Company has business opera	ations in Iran as disclosed th	he attached document.	

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

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

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

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted i accurate, and all forms are hereby incorporated by reference in this bid. Any new forms or amendments to previously submitted forms are attached to this bid.	
(Bidding Company)	
Signature of Authorized Representative	Date

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the 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 \$102,600.00? YES NO
3	Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding author	5" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the gentity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by a person that is ized to execute contracts for your organization. Photocopied or stamped signatures are not acceptable . The person signing can be, but not have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	answer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by on that is authorized to execute contracts for your company.
bidding	B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the gentity. Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be eted, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.
ongoir	dder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other g procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency attach	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 y pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an ed sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts e not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See A	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 affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois y pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the vit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
<u>Bidde</u>	rs Submitting More Than One Bid
Please	s 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. indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms erence.
	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)
(30 ILCS 500). Vendors desiring to enter in and potential conflict of interest information the publicly available contract file. This Founded contracts. A publicly traded constatisfaction of the requirements set forth	to a contract with the State of I as specified in this Disclosure orm A must be completed for I apany may submit a 10K d	
1. Disclosure of Financial Information. terms of ownership or distributive income s \$102,600.00 (60% of the Governor's salary separate Disclosure Form A for each income FOR INDIVIDUAL (type or print information)	share in excess of 5%, or an int as of 7/1/07). (Make copies of dividual meeting these requi	of this form as necessary and attach a
NAME: ADDRESS		
Type of ownership/distributable inco	me share:	
stock sole proprietorship % or \$ value of ownership/distributable	p Partnership	other: (explain on separate sheet):
2. Disclosure of Potential Conflicts of Ir potential conflict of interest relationships and describe.		o indicate which, if any, of the following stion is "Yes", please attach additional pages
(a) State employment, currently or in t	he previous 3 years, including	contractual employment of services. YesNo
If your answer is yes, please answ	er each of the following question	
 Are you currently an office Highway Authority? 	r or employee of either the Cap	pitol Development Board or the Illinois Toll YesNo
currently appointed to or e	mployed by any agency of the	ency of the State of Illinois? If you are State of Illinois, and your annual salary s of 7/1/07) provide the name the State

agency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/(i) more than 7 1/2% of the total distributable income of your firm, corporation, or (ii) an amount in excess of the salary of the Governor	(1/07) are you entitled to receive partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/0 or minor children entitled to receive (i) more than 15 % in the aggreincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	(1/07) are you and your spouse egate of the total distributable
(b)	•	byment of spouse, father, mother, son, or daughter, including contractions 2 years.	ctual employment services
	If your ans	wer is yes, please answer each of the following questions.	YesNo
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois Toll Highway Authority?	e of the Capitol Development YesNo
	2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed Governor's salary as of 7/1/07) provide the name of your spouse at of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds \$102,600.00, (60 % of the nd/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds \$102,600.00, (60 as of 7/1/07) are you entitled to receive (i) more then 71/2% of the to firm, partnership, association or corporation, or (ii) an amount in Governor?	% of the salary of the Governor tal distributable income of your
	4.	If your spouse or any minor children are currently appointed to or erestate of Illinois, and his/her annual salary exceeds \$102,600.00, (60° 7/1/07) are you and your spouse or minor children entitled to receasing aggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of 2 times the salary of the Governor?	% of the Governor's salary as of eive (i) more than 15 % in the
			YesNo
	unit of	re status; the holding of elective office of the State of Illinois, the gover local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	
		onship to anyone holding elective office currently or in the previous 2 y daughter.	years; spouse, father, mother, YesNo
	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excharge of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
	` '	nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
	(g) Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

son, or daughter.	No
(i) Compensated employment, currently or in the previous 3 years, by any registere committee registered with the Secretary of State or any county clerk of the State of action committee registered with either the Secretary of State or the Federal Board Yes	of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a complast 2 years by any registered election or re-election committee registered with the county clerk of the State of Illinois, or any political action committee registered with State or the Federal Board of Elections.	Secretary of State or any
Yes	No
APPLICABLE STATEMENT	
This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on pre	evious page.
Completed by:	
Signature of Individual or Authorized Representative	Date
NOT APPLICABLE STATEMENT	
I have determined that no individuals associated with this organization meet the require the completion of this Form A.	e criteria that would
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the	ne previous page.
Signature of Authorized Representative	Date

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Procurement Related Information Disclosure

Contrac	tor Name		
Legal A	ddress		
City, Sta	ate, Zip		
_			
Telepho	ne Number	Email Address	Fax Number (if available)
ILCS 50		art of the publicly available contract	50-35 of the Illinois Procurement Act (30 file. This Form B must be completed for
	DISCLOSURE OF OTHER CO	NTRACTS AND PROCUREMENT	RELATED INFORMATION
pendin of Illing		proposals, or other ongoing procure	BIDDER shall identify whether it has any ement relationship with any other State be bottom of this page.
descrip	Yes" is checked. Identify each such otive information such as bid or proje INSTRUCTIONS:		
	THE FOLL	OWING STATEMENT MUST BE C	HECKED
	П		
	Ш	Signature of Authorized Representative	Date
		-	

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds

PART I. IDENTIFIC	CATION																
Dept. Human Right	s#						_ Dur	ation o	f Proje	ect: _							
Name of Bidder: _																	
PART II. WORKFO A. The undersigned which this contract we projection including a	d bidder ha	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	ch the b	idder re	cruits	employe	es, and her	eby subm	its the foll	owin	g workfo	
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act					(CURRENT TO BE		PLOYEE	S
				MIN	ORITY	EMPLC	YEES			TR	AINEES			TO CO			
JOB CATEGORIES		TAL OYEES	BL/	ACK	HISP	ANIC		HER IOR.	APPI TIC	REN- ES		HE JOB INEES		OTAL LOYEES		MINC EMPLO	
	М	F	М	F	М	F	М	F	М	F	M	F	M	F		М	F
OFFICIALS (MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
-		BLE C	olo ette	- fo - 0	'ontre - '						_	FOR D	EPARTI	MENT US	SE C	NLY	
	TOTAL Tr		ojectio	n tor C	ontract		+0	THE	4					00	_ `	· · ·	
EMPLOYEES	_	TAL	יום	۸ ۵ ۲	LUCE	ANIC		THER									
IN		OYEES		ACK_		ANIC		NOR.	-								
TRAINING	M	F	М	F	М	F	M	F	-								
APPRENTICES	1																

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

ON THE JOB TRAINEES

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

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

Contract No. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds

PART II. WORKFORCE PROJECTION - continued

B.		ed in "Total Employees" under T the undersigned bidder is award		number of new hires that wo	ould be employed in the
	The u	ndersigned bidder projects that:	(number)		new hires would
	be red	ndersigned bidder projects that: cruited from the area in which the			
		or base of operation is located.	_ new hires would	be recruited from the area in	which the bidder's principal
	onice	or base of operation is located.			
C.		ed in "Total Employees" under T signed bidder as well as a projec			
	The u	ndersigned bidder estimates that	(number)		persons will
		ectly employed by the prime cont yed by subcontractors.	tractor and that (n	umber)	persons will be
PART	III. AFF	IRMATIVE ACTION PLAN			
A.	utiliza in any comm (geare utiliza	ndersigned bidder understands a tion projection included under PA job category, and in the event the encement of work, develop and seed to the completion stages of the tion are corrected. Such Affirmate epartment of Human Rights.	ART II is determing nat the undersigne submit a written A e contract) wherel	ed to be an underutilization of ed bidder is awarded this cont ffirmative Action Plan includir by deficiencies in minority and	f minority persons or women tract, he/she will, prior to ng a specific timetable d/or female employee
B.	submi	ndersigned bidder understands a tted herein, and the goals and tir part of the contract specifications	netable included ເ		
Comp	any			Telephone Number	
Addre	ess				
ĺ			NOTICE REGARD	ING SIGNATURE	
		der's signature on the Proposal Sigrobe completed if revisions are requir	nature Sheet will co		The following signature block
	Signatu	re: 🗌	·	Title:	Date:
Instruc	tions:	All tables must include subcontractor pe	ersonnel in addition to	prime contractor personnel.	
Table /	4 -	Include both the number of employees (Table B) that will be allocated to contr should include all employees including	act work, and include	all apprentices and on-the-job trained	ees. The "Total Employees" column
Table I	3 -	Include all employees currently employe currently employed.	ed that will be allocate	ed to the contract work including any	apprentices and on-the-job trainees
Table (C -	Indicate the racial breakdown of the total	al apprentices and on-	the-job trainees shown in Table A.	

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

Contract No. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds

PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
,		
		Name and Address of All Members of the Firm:
_		
-		
	Corporate Name	
	ву	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)		
(IF A JOINT VENTURE, USE THIS SECTION	Attest	Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)		Signature
observation of sold sign below,	Ducilious / ludious	
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Δttest	
	Autost	Signature
	Business Address	
If more than two parties are in the joint venture	e nlease attach an ac	Iditional signature sheet

Return with Bid



Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

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 specified in Anticle 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the of invitation for bids, 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, 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 BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement designated by the Transportation BY INTERPRETATION of the Improvement of the Improvement of the Improvement of the Improvement of the Interpretation BY Interpret		Item No.			
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PRINCIPAL (Company Name) (Company Name) By: (Signature & Title) Notary Certification for Principal and Surety STATE OF ILLINOIS, County of I, , a Notary Public in and for said County, do hereby certify the 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 Pand SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument and voluntary act for the uses and purposes therein set forth. Given under my hand and notarial seal this My commission expires Notary Public		caused this instrument to be signed by	ne said SURETY have	the said PRINCIPAL and	In TESTIMONY WHEREOF,
By:		A.D.,		day of	their respective officers this
By:					PRINCIPAL
Notary Certification for Principal and Surety STATE OF ILLINOIS, County of I,		(Company Name)		lame)	(Company N
Notary Certification for Principal and Surety STATE OF ILLINOIS, County of I,			Rv:		Rv:
STATE OF ILLINOIS, County of I, 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 Pand SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument 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		(Signature of Attorney-in-Fact)		ure & Title)	
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My commission expires Notary Public	PRINCIPAL as their free	oscribed to the foregoing instrument on behalf of PRII	s whose names are sul	me to be the same persor this day in person and ac	and SURETY, appeared before me
Notary Public		A.D	day of	otarial seal this	Given under my hand and no
·					My commission expires
In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the pro-		•			
marking the check box next to the Signature and Title line below, the Principal is ensuring the identified electronic bid bond has been and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.	proposal and en executed	nsuring the identified electronic bid bond has been e	low, the Principal is er	Signature and Title line b	marking the check box next to the
Electronic Bid Bond ID# Company / Bidder Name Signature and Title		Signature and Title	er Name	Company / Bidd	Electronic Bid Bond ID#

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. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds



Illinois Department of Transportation

NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., September 19, 2008. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- **2. DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 76B41
MADISON County
Section 65I-TS-1
Route FAP 592
District 8 Construction Funds

Intersection improvements including installation of turn lanes and traffic signals on IL Route 157 at University Park Drive in Edwardsville.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

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

SUPPLEMENTAL SPECIFICATIONS

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502	Excavation for Structures	9
503	Concrete Structures	10
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RECURRING SPECIAL PROVISIONS

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

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1		Additional State Requirements For Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-07)	
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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 592 (IL 157); Section 65 I-TS-1; Madison County; Contract No. 76B41 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located at the intersection of IL 157 and University Park Drive in Edwardsville.

DESCRIPTION OF PROJECT

This project includes the installation of turn lanes and traffic signals.

Major items of work include: Excavation; Erosion Control; Sub-Base Granular Material; Aggregate Base Course; HMA Binder Course; Polymerized HMA Surface Course; PCC Pavement 8" (Jointed); Pavement Removal; Curb and Gutter Removal; Paved Shoulder Removal; HMA Shoulders; Combination Concrete Curb and Gutter; Concrete Median Surface, 4"; Traffic Control; Pavement Marking; Relocate Sign Special, Landscape Edging, Shredded Bark Mulch, Shrubs, Evergeens, Traffic Signals; and all other collateral work necessary to complete this project.

MONTHLY LABOR SUMMARY AND ACTIVITY REPORTING SYSTEM

Effective: 1-1-1995 Revised June 2001

I. Monthly Labor Summary Report, Form SBE 148

The <u>prime contractor and each first and second tier sub-contractor</u>, (hereinafter referred to as "subcontractor") shall submit a certified Monthly Labor Summary Report directly to the District Engineer.

This report is in lieu of submittal of the Monthly Workforce Analysis Report, Form SBE 956.

This report must be received in District Eight no later than the tenth day of the next month.

This Report shall be submitted by the prime contractor and each subcontractor, for each consecutive month, from the start, to the completion of their work on the contract.

The data source for this Report will be a summation of all personnel and hours worked on each subject contract for the month based on weekly payrolls for that month.

The Monthly Labor Summary Report is required to be submitted in one of the following formats:

- a.) For contractors having IDOT contracts valued in the aggregate at \$250,000 or less, the report may be typed or clearly handwritten using Form SBE 148 for submittal to the District Engineer for District Eight.
- b.) For contractors having IDOT contracts valued in the aggregate at more than \$250,000, the report must be submitted in a specific "Fixed Length Comma Delimited ASCII Text File Format". The subject file format is detailed on the next page. Submittal of this file may be by 3.5 inch disk, modem, or by e-mail.
- II. Monthly Contract Activity Report, Form SBE 248

The prime contractor and each subcontractor shall submit a monthly report directly to the District Engineer reflecting their contract activity on all Illinois Department of Transportation contracts they have in force in District Eight.

This report shall be submitted for each consecutive month, from the start, to the completion of all contracts in District Eight.

The report must be received in the District Office no later than the tenth day of the next month.

Monthly Labor Summary and Activity Reporting System Codes and Formats

Indicated below for your reference are the Employee Codes and File Formats required for this system.

I.) Monthly Labor Summary Report, Form SBE 148

The following employee codes are to be used to identify each individual on the Summary Report:

- 1. **Gender**: **M** Male **F** Female
- 2. Ethnic Group: 1 White 2 Black 3 Hispanic
 4 American Indian/Alaskan Native 5 Asian/Pacific Islander
- 3. Work Classification: OF Official SU Supervisor FO Foremen CL Clerical CA Carpenter EO Operator ME Mechanic TD Truck Driver IW Ironworker PA Painter OT Other EL Electrician PP Pipefitter TE Technical LA Laborer CM Cement Mason
- 4. Employee Status: O Owner Operator C Company
 C Apprentice T Trainee

Specific "Fixed Length Comma Delimited ASCII File Format"

Order	Field Name	Type	Size
1	Contractor Number	Α	4
2	Contractor Reference Number	Α	6
3	Contract Number	Α	5
4	Period (07/28/2000)	D	10
5	SSN (111-11-1111)	Α	11
6	Name	Α	40
7	Gender	Α	1
8	Ethnic Group	Α	1
9	Work Classification	Α	1
10	Employee Status	Α	1
11	Total Hours (0000060.00)	N	10

File Name Conventions: (Contractor Number + Report Month/Year).Txt i.e. 20001298.Txt

II.) Monthly Contract Activity Report, Form SBE 248

The following activity codes are to be used to identify the contractor's contract status each month on the Monthly Activity Report, Form SBE 248:

A. Contract Status: 1 - Not Started 2 - Active 3 - No Work 4 - Suspended 5 - Complete

Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

All prime and subcontractors having contracts in the aggregate exceeding \$250,000 must provide a "Fixed Length Comma Delimited ASCII File" for approval prior to the start of construction.

This Special Provision must be included in each subcontract agreement.

The Department of Transportation is requesting disclosure of information necessary to accomplish the statutory purpose as outlined under 23CFR part 230 and 41CFR part 60.4 and the Illinois Human Rights Act. Disclosure of this information is REQUIRED. Failure to comply with this special provision may result in the withholding of payments to the contractor, and/or cancellation, termination, or suspension of the contract in whole or part.

Compliance with this Special Provision shall be considered incidental to the cost of the contract and no additional compensation will be allowed for any costs incurred.

This Special Provision must be included in each subcontract agreement.

COMPLETION DATE

The Contractor for this project is advised that the construction activities for this improvement will be governed by a completion date of **June 15, 2009**, as specified in Article 108.05 of the Standard Specifications.

No pavement or shoulder drop-offs will be allowed between December 15, 2008 and March 1, 2009.

In the event that all work is not completed by the specified completion date, liquidated damages for each calendar day will be deducted based upon the total contract amount using the schedule in Article 108.09 of the Standard Specifications.

EMBANKMENT

Revised November 1, 2006

Material which is proposed for use by the Contractor to be used for embankment construction must be inspected and approved by the District Geotechnical Engineer. In order to be approved for use as embankment material, it must meet all applicable requirements of Sections 202, 203, 204, 205, and 502 of the Standard Specifications and meet the following requirements:

- 1. It must fall in one of the following Highway Research Board Classifications: A-1, A-2, A-3, A-4, A-6, or A-7-6.
- 2. It shall have a Liquid Limit of 49 or less.
- 3. Any A-4, A-6 or A-7-6 material to be used as borrow for embankment construction shall not have an organic content greater than 7%.
- 4. Classification of the material for points 1 and 2 shall be determined in accordance with the latest AASHTO Designation: M 145.
- 5. When tested for density in place, any soil classified as an A-4 shall not contain more than 100% of optimum moisture content determined according to AASHTO T-99.

The outside 9 feet (3 meters) of those portions of the embankment which will be permanently exposed in the completed roadway shall be constructed using native materials of a classification that will support vegetation and contain a plasticity index of 12 or greater as directed by the Engineer.

The lime modified soil layer shall be constructed with a minimum of 18 inches (450 mm) of "reactive" soil as defined by Article 1009.02 of the Standard Specifications.

OFFICE COPY MACHINE

Effective: January 1, 1987 Revised: November 1, 2006

The copier specified in Article 670.02 shall meet the following specifications:

- (1) Edge-to-edge copying.
- (2) Up to 11 in x 17 in (275 mm x 425 mm) size for copy-size capabilities.
- (3) A detachable platen cover in order to copy portions of large-bound documents.
- (4) A cabinet stand for the copier.

TELEPHONE ANSWERING MACHINE

Effective: January 11, 1990 Revised: November 1, 2006

The telephone answering machine specified in Article 670.02 shall meet the following minimum specifications:

- (1) Time/Day Indication A computerized voice records the date and time that each message is received.
- (2) Beeperless Remote Any remote touch-tone phone can be used to review all messages by the use of an access code.
- (3) Digital System Pre-recorded and received messages are managed on separate cassettes.
- (4) Conversation Record The operator can record any phone call.
- (5) Remote Turn-On Any remote touch-tone phone can be used to turn on the answering machine by the use of an access code.
- (6) Full Message The Caller is advised if the memory is insufficient to record the call.
- (7) Battery Back-Up The settings and messages are protected from power failures.
- (8) Two-Line Capacity Projects that have a second phone line through the provision of a 670.05 Engineer's Field Laboratory shall provide a single phone answering machine that services both lines.

Prior to the purchase of this item, the Contractor shall submit specifications for the proposed machine to the Engineer for his approval.

TRAFFIC CONTROL PLAN

Effective: July 12, 1993 Revised: May 12, 1997

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction", the applicable guidelines contained in the

"National Manual on Uniform Traffic Control Devices for Streets and Highways", Illinois Supplement to the National Manual of Uniform Traffic Control Devices, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

701602 701701 701901

In addition, the following Special Provision(s) will also govern traffic control for this project:

Construction and Maintenance Sign Supports Sequence of Traffic Signal Construction Temporary Traffic Signal Installation Reflective Sheeting on Channelizing Devices

RELOCATE SIGN, SPECIAL

This item of work shall consist of furnishing all labor, equipment and materials necessary to remove the existing sign at the location as shown in the plans and reuse the existing stone units. This work shall be completed according to the details as shown in the plans and according to this special provision.

Removal

The Contractor shall provide labor, materials and equipment for the complete removal of the existing sign. This work includes the removal and backfilling of the existing concrete foundation, existing brickwork, removing and stockpiling the existing stone units. The Contractor shall also remove all landscaping elements adjacent to the existing sign.

Related work specified elsewhere:

STONEWORK

References:

IDOT Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007.

Concrete

The Contractor shall provide concrete work for the proposed sign.

References:

IDOT Standard Specifications for Road and Bridge Construction, Adopted January 1, 2007.

American Concrete Institute (ACI) Building Code Requirements (ACI 318-83) for Reinforced Concrete.

Concrete Reinforcing Steel Institute (CRSI) "Standard Manual of Practice" and "Recommended Practice for Placing Reinforcing".

Submittals:

Shop drawings shall be submitted to the Engineer according to Article 505.03 of the Standard Specifications prior to construction for the proposed sign components.

Concrete Mix Design Data shall be submitted for approval to the Engineer.

Materials:

All Materials shall conform to referenced sections as follows:

<u>Concrete</u>: All concrete shall be Class SI concrete, conforming to Section 503 of the Standard Specifications.

Formwork: All formwork shall comply with ACI 301 and ACI 347.

<u>Metallic Reinforcement</u>: All reinforcing bars shall conform to requirements in Section 508 of the Standard Specifications.

<u>Tie Wires</u>: Shall be annealed black steel minimum 16 gauge.

Chairs and other supports: Conform to CRSI Manual of Standard Practices.

<u>Chemical Admixtures</u>: Are acceptable to use if the Engineer is notified before placement. Procedures governing the use of admixtures are outlined in Section 1021 of the Standard Specifications.

Joint Sealants are covered in applicable Sections.

Application:

Shall be as per Section 503 of the Standard Specifications governing erection of formwork, form release agents, form removal, cleaning, form re-use, reinforcement installation, concrete placement, weather conditions, and curing.

Contractor shall conform to the details shown on the plans.

All reinforcement shall conform to references listed.

Contractor shall remove all formwork, excess concrete, gravel, curing materials, etc. from the site.

Masonry

The Contractor shall provide labor, materials and equipment for completion for the brick veneer for the sign.

Related work specified elsewhere:

CONCRETE STONEWORK

References:

Brick Institute of America, Technical Notes 11, 11a-11e most recent edition ASTM Standard C 216 ACI 530 - latest edition

Submittals:

Submit manufacturer's product data for each type of masonry unit, accessory, or other manufactured product to the Engineer for approval.

Submit unit masonry samples for exposed masonry unit. Include in the set a full range of exposed color and texture to be expected in completed work, a minimum of six pieces to the Engineer for approval.

Include size variation data verifying that actual ranges of sizes fall within ASTM C 216 dimension tolerances.

Brick:

ASTM C 216, to match SIUE brick masonry specification Brocade, brick type 1A-66 as follows:

Grade SW

Type FBS (normal size and color variations) ASTM C67 compressive strength of 8,000 psi.

Mortar, Grout and Cleaners:

Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide color match special SIUE mortar color.

For color in mortar, use premixed colored masonry cements.

Hydrated Lime: ASTM C 207, Type S.

Aggregate for Mortar: ASTM C 144, except for joints less than $\frac{1}{4}$ " use aggregate graded with 100% passing the No. 16 sieve.

Water: clean and potable.

Do not add admixtures including coloring pigments, air-entrained agents, accelerators, retarders, water-repellant agents, anti-freeze compounds or other admixtures unless otherwise indicated.

Do not use calcium chloride in mortar or grout.

Comply with ASTM C 270 Proportion Specification for mix. Use only Portland Cement - lime and only Type M mortar.

Acidic Cleaners should be standard strength general purpose cleaners per manufacturer's recommendations.

Joint Reinforcement, Ties and Anchoring Devices:

Provide manufacturer's standard anchors with dovetail anchor section formed from 0.1046" (12 gauge) thick sheet metal and triangular-shaped wire tier section sized to extend within 1" of the masonry face.

Bricklaying:

Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to accurately locate openings, movement-type joints, returns and offsets. Avoid the use of less-than-half-size units at corners, jambs, and wherever possible at other locations.

Lay up walls to comply with specified construction tolerances with courses accurately spaced and coordinated with other work.

Pattern Bond: Lay exposed masonry in running bond with vertical joint in each course centered on units in courses above and below. Do not use units with less than nominal 4" horizontal face dimensions at corners or jambs.

Stopping and Resuming Work: Rack back ½ unit length in each course: do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.

Built-in-work: As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.

Mortar Bedding and Jointing:

Lay solid brick size masonry units with completely filled bed and head joint; butter ends with sufficient mortar to fill head joints and shove into place. Do not slush head joints.

Maintain joint widths shown, except for minor variations required to maintain bond alignment. Lay walls with 3/8" joints.

Tool exposed joints as shown on the drawings.

Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent stretcher units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

Anchoring Masonry Work:

Provide anchor devices of type indicated.

Space anchors as indicated but not more than 16" o.c. vertically and 16" o.c. horizontally. Install additional anchors within 1'-0" of openings and at intervals around perimeter not exceeding 3'-0".

Repair, Pointing and Cleaning:

Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence or replacement.

During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point up all joints including corners, openings and adjacent work to provide a neat, uniform appearance, prepared for application or sealants.

Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels.

Test cleaning methods on sample wall panel. Leave one half of panel uncleaned for comparison purposes. Obtain approval of sample cleaning before proceeding with cleaning of masonry.

Protect adjacent stone and non-masonry surfaces form contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.

Use bucket and brush hand cleaning methods described in BIA "Technical Note No. 20 Revised" to clean brick masonry made from clay or shale, except use masonry cleaner indicated below:

Acidic cleaner: apply in compliance with directions of cleaner manufacturer.

Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable NCMA "Tek" bulletins.

Protect the brickwork in an appropriate manner.

Protection:

Cover top of walls with waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.

Do not apply concentrated loads for at least 3 days after laying brick.

Prevent grout or mortar or soil from staining the face of masonry.

Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.

Protect sills, ledges and projections from dropping of mortar.

Do not lay masonry units which are wet or frozen.

Cold Weather Conditions (40-32 degrees F):

Heat mortar mixing water for mortar temperature of 40-120 degrees F.

Do not heat water above 160 degrees F.

Protect masonry from snow for at least 3 days after work.

Quality Assurance:

Variation from Plumb: Vertical surfaces shall not exceed $\frac{1}{4}$ " per 10 feet for external corners, joints, control joints and other conspicuous lines, do not exceed $\frac{1}{4}$ " in 20' maximum. For vertical alignment or head joints do not exceed $\frac{1}{4}$ " in 10'.

For bed joints, horizontal grooves and other conspicuous lines, do not exceed $\frac{1}{4}$ " in 20' maximum. Top surface of walls should not exceed $\frac{1}{8}$ " in 10'.

Variation in Mortar Joint Thickness: Do not exceed bed joint thickness indicated by more than 1/8", with a minimum thickness limited to $\frac{1}{2}$ ".

If finished work is not within these tolerances, the Engineer may request the work be redone.

Stonework

The Contractor shall:

Remove the existing stone units from the existing sign.

Safely remove all foreign materials from the stone units.

Store the stone units in a safe location.

Install stone units on the new sign using new connections, grout and sealants.

Related work specified elsewhere:

CONCRETE MASONRY

References:

"Industry Standards and Practices", latest edition of the Indiana Limestone Institute of America, Inc.

Submittals:

Installer qualifications: Engage an installer who has successfully completed stonework similar in material, design and extent to that indicted for this project. Submit list of completed projects. User Agency and Engineer shall be consulted in choosing the stonemasons qualified for the work.

Shop Drawing: Setting drawings indicating all sizes, dimensions, sections and profiles of stones; arrangement and provisions for jointing, supporting, anchoring, and bonding stonework. Shop drawings shall be submitted to the Engineer according to Article 505.03 of the Standard Specifications.

Submit samples of foam backer rods, and sealant to the Engineer for approval.

Stone Anchors and Attachments:

Provide anchors and attachments of type and size required to support the stonework. Fabricate from the metals in the following manner:

Hot-Dipped galvanized steel for all anchors:

For bolts, nuts and washers not in direct contact with the stone, comply with ASTM A 307, Grade A for material and ASTM C 153, Class C, for galvanizing.

For steel plates, shapes and bars not in direct contact with stone, comply with ASTM A 36 for materials and ASTM A 123 for galvanizing.

For steel relieving angles supporting limestone, comply with ASTM A 36 for materials and ASTM A 123 for galvanizing.

Grout:

Portland Cement: ASTM C 150, Type I, except Type III may be used for cold weather construction. Provide gray or white cement as needed to produce mortar color required.

Hydrated Lime: ASTM C 207. Type S.

Aggregate: ASTM C 144; and for pointing mortar, use aggregate graded with 100% passing the No. 1 sieve.

No admixtures will be allowed in mixes.

Setting Mortar: Comply with ASTM C 270. Proportion Specification for Type N mortar.

Joints in Stonework:

One part low modulus non-acid curing silicone sealant with sealant color to match existing University Park sign.

Foam backer rods shall be of sizes shown in the drawings and made of open cell polyurethane.

Attachment Design Loading:

Fabricate attachments to withstand loads from wind, gravity and settlement:

Safety Factor for the Limestone: 8

- 4 times dead weight of the elements acting vertically downward through the element's center of gravity combined with thermal loadings.
- 2 times the dead weight of the element applied horizontally outward through the center of gravity of the element, combined with loads caused by thermal movement.

Removal, Storage and Handling:

Remove stone from the existing sign without damaging the unit.

Remove all foreign material and previous connection materials from the stone unit, including grout, mortar, sealants and any other material attached to the stone panels and caps.

Lift with wide belt type sling whenever possible and not wire rope or ropes containing tar or other substance which would stain.

Store stone on wooden skids or pallets in a safe location.

Installation will not proceed until Engineer inspects stonework.

Setting Stone:

Execute stonework by skilled mechanics, and employ stone fitters at the site to do necessary coordination as stones are set.

Set stones to comply with shop drawings and plans. Shim and adjust anchors as necessary while maintaining sufficient joint sizes.

Variation from plumb: for lines and surfaces of walls and arrises, do not exceed $\frac{1}{4}$ " in 10 feet. For external corners, expansion joints and other conspicuous lines, do not exceed $\frac{1}{4}$ " in 20 feet maximum.

Provide expansion joints, control joints and pressure relieving joints of widths and at locations indicated.

Setting Stone with Sealant Joints:

Provide a minimum of 4 anchors for panels up to 12 sq. ft. and 2 additional anchors for each additional 8 sq. ft. of surface area.

Attach framing for stone support system to structure at connection points indicated with welded connections complying with AWS D1.1 "Structural Steel Welding Code- Steel".

Fill anchor holes with mortar.

Where dowel holes occur at pressure-relieving joints, provide compressive material above and below dowels.

For stones supported on clip or continuous angles, set stones on setting buttons, setting shims or sheets of resilient low-durometer material or a combination of setting buttons and mortal.

Coat back of limestone with stonebacking.

Do not fill cavities between back of stone veneer and back-up walls.

Where mortar and sealant are required, rake out mortar from joints to depths adequate to receive sealants and sealant backer rods.

Adjusting and Cleaning:

Remove and replace broken, chipped, stained, or otherwise damaged stone.

Remove and replace defective joints.

Remove and replace stones and joints not matching approved samples.

Clean stonework not less than 6 days after completion of work, using clean eater and stiff bristle fiber brushes. Do not use wire brushes, acid type cleaning agents, cleaning compounds with caustic or harsh fillers, or other materials or methods which could damage stone.

Protection in cold weather conditions:

Remove ice or snow formed on stonework beds by carefully applying heat until top surface is dry to the touch.

Remove stonework damaged by freezing conditions.

Heat mortar materials, maintaining temperatures within 10 degrees for temps selected. Do not heat water for mortar to above 160 degrees F.

At or below 25 degrees F., heat both sides of the walls under construction and use windbreaks when wind is greater than 15 mph.

Always protect stonework with weather resistive insulating blankets for at least 24 hours before installation.

Do not install sealants when ambient and substrate temperatures are outside the limits permitted by sealant manufacturer or below 40 degrees F. or when joints substrates ate wet.

Always protect stone with covering.

Protect finished sign at least 24 hours with protective covering.

This work shall be paid at the contract unit price per each for RELOCATE SIGN, SPECIAL and no additional compensation will be allowed.

CONSTRUCTION AND MAINTENANCE SIGN SUPPORTS

Effective: April 21, 1981 Revised: November 1, 2006

This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 702001 except as herein modified.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 10 square feet (1 square meter) or more shall be mounted on two 4 in x 4 in (100 mm x 100 mm) or two 4 in x 6 in (100 mm x 150 mm) wood posts.

Type A metal post (two for each sign) conforming to Article 1006.29 of the Standard Specifications may be used in lieu of wood posts. Type A metal posts used for these signs may be unfinished.

This work shall not be paid for separately; but shall be considered included in the cost of the traffic control items in this contract.

STATUS OF UTILITIES TO BE ADJUSTED

NAME AND ADDRESS OF UTILITY	TYPE	LOCATION	ESTIMATED DATE RELOCATION COMPLETED
AT&T Illinois Network Engineering 203 Goethe Street Floor 2 Collinsville, IL 62234 Contact: Mr. Todd Isaak Phone: (618) 346-6426	Communications	Manhole at Sta. 524+20, 56 ft. left to be adjusted during construction. Pedestal at Sta. 524+00, 63 ft. left to be adjusted during construction.	Adjustments to be completed in coordination with Construction.
Charter Communications, Inc. 941 Charter Commons Town & Country, MO 63017 Contact: Mr. Richard Sturk Phone: (636) 387-6650	Cable TV	Buried Fiber Optic CTV from Sta. 522+00 to 522+70, 60 ft. to 80 ft. left, will be relocated. Manhole at Sta. 522+70, 70 ft. left will be relocated. Pedestal at Sta. 522+43, 63 ft. left will be relocated.	January 1, 2009
City of Edwardsville 118 Hillsboro Avenue P. O. Box 407 Edwardsville, IL 62025-0407 Contact: Mr. Timothy P. Harr Phone: (618) 692-7535	Water & Sanitary Sewer	No conflicts anticipated.	N/A
AmerenIP 2600 N. Center P. O. Box 378 Maryville, IL 62062-0378 Contact: Mr. L. Joe West Phone: (618) 346-1207	Electric	No conflicts anticipated.	N/A
PAETEC/McLeod USA Telecommunications, Inc. 102 E. Shafer Street Forsyth, IL 62535 Contact: Mr. Carl E. Atteberry Phone: (217) 876-7194 Ext. 223	Communications	No conflicts anticipated.	N/A
Southern Illinois University – Edwardsville Supporting Services Road Loading Dock 2 Box 1039 Edwardsville, IL 62026 Contact: Mr. Robert Washburn Phone: (618) 650-3711	Electric	No conflicts anticipated.	N/A

AmerenIP 2600 N. Center P. O. Box 378

Maryville, IL 62062-0378 Contact: Mr. L. Joe West Phone: (618) 346-1207 Gas Valve at Sta. 522+90, 76 ft. left will be adjusted during construction.

Adjustments to be completed in coordination with Construction.

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07 and 107.20 of the Standard Specifications for Road and Bridge Construction shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operation, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

PAINT PAVEMENT MARKING – RAISED MEDIAN

Gas

This item of work shall consist of furnishing all labor, equipment and materials necessary to install paint pavement marking on concrete raised medians at the locations and according to the details as shown in the plans.

This work shall be done according to Section 780.

This work shall be paid at the contract unit price per square foot for PAINT PAVEMENT MARKING – RAISED MEDIAN and no additional compensation will be allowed.

PAINT PAVEMENT MARKING CURB

This item of work shall consist of furnishing all labor, equipment and materials necessary to install paint pavement marking on concrete curbs at the locations and according to the details as shown in the plans.

This work shall be done according to Section 780.

This work shall be paid at the contract unit price per foot for PAINT PAVEMENT MARKING CURB and no additional compensation will be allowed.

WEED BARRIER FABRIC

This item of work shall consist of furnishing all labor, equipment and materials necessary to install weed barrier fabric at the locations as shown in the plans.

The weed barrier fabric shall be constructed of black woven polypropylene that should posses the following minimum properties:

Weight: 3.0 ounces/square yard Tensile Strength (lbs.): 175x115

Burst (psi): 315 Puncture (lbs.): 70

Trapezoid tear (lbs.): 75x60

Permeability: 15 gallons/square foot/minute

Thickness: 15 mils

UV Exposure: 70% strength retained after 2500 hours of Xenon arc exposure

The weed barrier fabric shall meet the approval of the Engineer prior to installation.

This work shall be paid at the contract unit price per square yard for WEED BARRIER FABRIC and no additional compensation will be allowed.

LANDSCAPE EDGING

This item of work shall consist of furnishing all labor, equipment and materials necessary to install landscape edging at the locations as shown in the plans. The landscaping edging shall conform to the following minimum properties:

Material: Polyethylene Vertical Dimension: 4-3/4"

Wall Thickness: 75/1000 of an inch

The edging shall include all connecting plugs and stakes. This material and the proposed installation method shall be approved by the Engineer prior to construction.

This work shall be paid at the contract unit price per foot for LANDSCAPE EDGING and no additional compensation will be allowed.

SHREDDED BARK MULCH 3"

This item of work shall consist of furnishing all labor, equipment and materials necessary to install shredded bark mulch at the locations as shown in the plans. The shredded bark mulch shall be placed at a thickness of 3 inches. The mulch shall be free of foreign matter and debris. The shredded bark mulch shall meet the following gradation requirements:

<u>Inches</u>	<u>% Passing</u>	
3	99%	
3/8	<25%	

Maximum Length – 4 inches.

This material shall meet the approval of the Engineer prior to installation.

This work shall be paid at the contract unit price per square yard for SHREDDED BARK MULCH 3" and no additional compensation will be allowed.

SEQUENCE OF TRAFFIC SIGNAL CONSTRUCTION

Effective: Unknown Revised: November 1, 2006

The Contractor shall plan and program the various items of work in this contract so that disruptions to the movement of traffic through the existing signalized intersections are kept to a minimum.

While work is in progress on traffic signal modifications, at least two (2) far side signal indications for thru movements, and the primary indication for left-turn movements are to be in service when the signals are in operation.

With the approval of the Engineer the traffic signals may be placed in the flash mode when the Contractor is closing a thru-lane or left-turn lane to traffic.

In order to insure the safe and orderly flow of traffic, it is the intent of this contract to keep the traffic signals in operation as much as possible. The work is expected to be accomplished utilizing limited shutdown periods, weekdays from 9:00 a.m. to 3:00 p.m., with the signals back in operation at night. The signals shall be kept in operation on weekends and holidays.

Prior to any shutdown of the signals, the Contractor shall erect all-way stop signs. The Contractor shall be responsible for obtaining, erecting, maintaining and the removal of the stop signs.

Any additional costs incurred by the Contractor to meet the requirements of this provision shall be considered included in the contract and no additional compensation will be allowed.

MAINTENANCE OF EXISTING ELECTRICAL DEVICES

Effective: Unknown Revised: November 1, 2006

This work shall be performed according to the Articles 801.10 and 801.11, and as modified herein.

The existing electrical devices which lie within the construction limits of this project will continue to be the maintenance responsibility of the Illinois Department of Transportation. Electrical devices are defined to mean highway lighting installations, traffic signals, flashing beacons, sign truss illumination units, changeable message signs, ITS, motorist aid call boxes, dewatering pumps, speed monitoring devices, traffic volume count stations, wrong way movement detectors, following-too-close monitors, ice/fog detectors or any such devices or facilities the Department may have to maintain.

Any damage or malfunctions of these devices, observed by the Contractor, shall be reported immediately to the Department.

If it is determined by the Engineer that the Contractor is responsible for damage of any type to above-mentioned existing electrical devices, including underground wiring, as a result of negligence or poor workmanship, the Contractor shall be responsible for the repair of these facilities. These repairs shall be accomplished by whatever method the Department deems

necessary. In the event the repairs are not made by the Contractor, the Contractor shall be required to reimburse the Department for such repairs within 60 days of receiving written notification of said damage.

The Department will continue to maintain the existing electrical devices until such time as the Contractor removes these devices, if required by this Contract. Any new, rebuilt, or modernized equipment installed as a requirement of this Contract shall be the maintenance responsibility of the Contractor until such time as this equipment is final inspected and found to be installed in a satisfactory manner by the Department. Existing individual equipment not involved with the work of this Contract will continue to be the maintenance responsibility of the Department.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

Effective: March 20, 1997 Revised: November 1, 2006

Temporary traffic signal installation shall be in accordance with Section 890 of the Standard Specifications, Standard 880001, and the Special Provision, <u>SEQUENCE OF TRAFFIC SIGNAL CONSTRUCTION</u>, with the following exceptions/additions:

- [1] The Contractor shall design and submit for the District's approval, a detailed plan showing the proposed locations of temporary poles, phasing, and signal heads for each phase of staged construction. A sufficient length of conductors shall be attached to the span wire to allow for movement of the signal heads during staging construction. Such movement of the traffic signal heads shall be included in this pay item.
- [2] Any existing underground cables maintained by the Department, which are in possible conflict with construction, shall be located and paid for separately as LOCATING UNDERGROUND CABLE.
- [3] Existing electrical devices at an intersection shall be maintained in accordance with the Special Provision, <u>MAINTENANCE OF EXISTING ELECTRICAL DEVICES</u>.
- [4] The Contractor, with the District's approval, may use the existing controller for the operation of temporary traffic signals. The cost of installing the existing controller shall be included in the contract unit price. The Contractor, under this provision, shall be responsible for maintaining and repairing/replacing any items of the controller that are damaged for the entire duration when the Contractor is using it.

The existing traffic signal controller shall remain the property of the State of Illinois. Upon removal of the temporary signals, the controller shall be returned to the phasing and associated wiring as shown on the plans.

REMOVE EXISTING HANDHOLE

Effective: Unknown Revised: November 1, 2006

This item shall consist of removing concrete handhole(s) in conformance with the requirements of the plans and Section 895 of the Standard Specifications. The entire depth of all walls of the handhole(s) shall be removed.

The Contractor shall cut and protect the associated conduits for re-use, if shown on the plans.

This work will be paid for at the contract unit price each for REMOVE EXISTING HANDHOLE.

REMOVE EXISTING CONCRETE FOUNDATION

Effective: Unknown Revised: November 1, 2006

This item shall consist of removing a concrete foundation(s) in conformance to the requirements of the plans and Section 895 of the Standard Specifications.

The southwest quadrant concrete foundation, type E is to be removed.

The Contractor shall cut and protect the associated conduits for re-use, if shown on the plans.

This work will be paid for at the contract unit price each for REMOVE EXISTING CONCRETE FOUNDATION.

RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT

This item consists of relocating an existing southwest quadrant steel mast arm assembly and pole and its associated 3 mast arm mounted traffic signals, 1 bracket mounted traffic signal, 1 video vehicle detector, 1 traffic control sign and 1 street name sign installation, which will be referred to as the "traffic signal equipment". This work shall conform to Section 895 of the Standard Specifications. The existing traffic signal equipment shall remain in operation until the new CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER and associated conduit and handhole are installed and ready for electric cable removal and re-installation. Upon approval of the Engineer, the Contractor shall relocate the traffic signal equipment, and remove and re-install the associated cables.

This work will be paid for at the contract unit price each for RELOCATE EXISTING TRAFFIC SIGNAL EQUIPMENT.

DISCONNECT SWITCH

This work shall consist of installing a single phase, 3 wire, 30 amp, 480 volt, non-fused disconnect switch in a NEMA 3R enclosure, as shown on the plans.

The disconnect shall have:

- 1. Switch blades which are fully visible in the OFF position when the door is open.
- 2. Lugs that are UL listed cables and front removable.
- 3. Current carrying parts that are plated.
- 4. Quick-make and quick-break operating handle and mechanism which are an integral part of the box, not the cover.
- 5. Dual cover interlock to prevent unauthorized opening of the switch door in the ON position or closing of the switch mechanism with the door open.
- 6. Handle positions that indicate if the disconnect is ON or OFF.
- 7. Enclosures that are treated with a rust inhibiting phosphate primer and baked enamel finish.
- 8. Engraved laminated nameplate affixed to the outside of the enclosure via screws or rivets which identifies the disconnect, the load served and voltage. The nameplate shall be white with black ¼ inch high letters.
- 9. UL listing and labeling.
- 10. The operating handle shall have provisions to be padlocked in the ON and OFF positions.

This work will be paid for at the contract unit price per each for DISCONNECT SWITCH.

REMOVE EXISTING LIGHTING SYSTEM

This work shall consist of the removal and disposal of four (4) existing floodlights with associated 12"X12"X12" concrete foundation, each and an associated disconnect switch, as shown on the plans.

Existing floodlights and all associated hardware and appurtenances shall become the property of the Contractor and shall be disposed of according to Article 202.03.

Associated remaining cables shall be disconnected from the lighting circuit and abandoned in place with associated conduit.

Removal of this existing lighting system will be paid for at the contract unit price per lump sum for REMOVAL OF EXISTING LIGHTING SYSTEM.

FLOOD LIGHT, GROUND MOUNTED, 175 WATTS, METAL HALIDE

This work shall consist of furnishing and installing a flood light, ground mounted, 175 watts, metal halide, 480 volts with an associated concrete foundation, as shown on the plans.

The sign lighting layout shall be based upon providing approximately 20 foot candles of light average to the face of the sign which is to be 30 feet long and approximately 4 feet high with a total of two fixtures per side mounted 7 feet back from the sign and 15 feet apart.

The luminaire shall swivel on a stanchion mount for infinite fixture adjustment throughout its aiming angles.

The luminaire shall project a rectangular beam pattern that provides the highest degree of uniformity on the targeted surface, while minimizing spill light into adjacent properties and the night sky. The doorframe shall retain its shape and exert uniform pressure on the gasket maintaining a watertight seal in all aiming directions. The luminaire housing, including the wire entrance, shall be completely sealed from the outside environment. Lens and doorframe shall include a one-piece gasket to prevent the entrance of contaminants and moisture. Luminaire shall be UL listed for wet locations and manufactured from electrical components which are UL recognized. Electrical assembly is easily accessible through the reflector module.

The housing, doorframe and swivel mount shall be washed in a multi-stage processing system and then finished with a fade and abrasion resistant polyester urethane powder coat dark bronze paint.

The recommended floodlight models are:

- 1. GARDO: DF7 Designer Flood series,
- 2. KIM: AFL20 Architectural Floodlights series,
- 3. STERNER: INFRANOR POLARIS-6 Precision Floodlighting series, or
- 4. A model equivalent to the above mentioned models.

Install concrete foundation and stanchion plumb and in strict accordance with the manufacturer's recommendations.

Upon completion of the work, inspect the installation, correct all defective work, and replace all damaged material. Legally dispose of debris, empty cartons and rubbish off site.

This work will be paid for at the contract unit price per each for FLOOD LIGHT, GROUND MOUNTED, 175 WATTS, METAL HALIDE.

PRISMATIC CURB REFLECTOR

Effective October 4, 2000;

Revised January 1, 2007

<u>Description</u>. This work shall consist of furnishing and installing prismatic curb reflectors on islands, medians and other locations as directed by the Engineer. This work shall be done according to the applicable requirements of Section 782 of the Standard Specifications and this Special Provision.

<u>Materials</u>. In addition to the requirements of Article 1097.01 of the Standard Specifications, the prismatic surface shall provide a reflective area between 1.5 sq in. (960 sq mm) and 2 sq in. (1290 sq mm). When installed the unit shall not protrude more than 0.75 inch (19 mm) above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface. The base of the marker shall be designed for adhesive mounting.

The unit shall support a 800 lb. (360 kg) load. This shall be determined by placing the unit on a flat plate and slowly applying the load by means of another plate evenly to the entire top flat surface of the unit. Breakage or significant deformation of the unit shall constitute failure.

The coefficient of luminous intensity of each reflector shall be equal to or exceed the following minimum values regardless of reflector orientation.

		Intensity	
Divergence Angle	Entrance Angle	Candle Power/Foot Candle	
Degrees	Degrees	(Candelas/Lux)	
		Crystal	Amber
0.2°	0°	14 (1.3)	11 (1.0)
0.2°	+5° *	14 (1.3)	11 (1.0)
0.2°	+10° *	9 (0.8)	7 (0.7)
0.2°	+20° *	5 (0.5)	7 (0.4)

^{*} Traffic Side

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for PRISMATIC CURB REFLECTOR.

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

Effective: August 1, 2007

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

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

AGGREGATE GROUPS			
Coarse Aggregate or Coarse Aggregate Blend ASTM C 1260 Expansion	Fine Aggregate or Fine Aggregate Blend ASTM C 1260 Expansion		
	≤ 0.16%	> 0.16% - 0.27%	> 0.27%
≤ 0.16%	Group I	Group II	Group III
> 0.16% - 0.27%	Group II	Group II	Group III
> 0.27%	Group III	Group III	Group IV

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

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.

Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

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

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

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

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

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

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

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

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

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

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

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

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

<u>Testing.</u> If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkalireactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

CEMENT (BDE)

Effective: January 1, 2007 Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 5.0% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

(a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the

responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
 - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit

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

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

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

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

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

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

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

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

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

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

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

contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

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

ENGINEER'S FIELD OFFICE TYPE B (BDE)

Effective: August 1, 2008

Revise Article 670.04 of the Standard Specifications to read:

"670.04 Engineer's Field Office Type B. Type B field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space of 380 sq ft (35 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning. Doors and windows shall be equipped with locks approved by the Engineer.

Adequate all weather parking shall be available to accommodate a minimum of six vehicles.

In addition, the following equipment and furniture meeting the approval of the Engineer shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and four non-folding chair with upholstered seat and back.
- (b) One free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two folding chairs.
- (e) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office to prevent theft of the entire cabinet.
- (f) A minimum of two communication paths. The configuration shall include:
 - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
 - (2) Telephone Lines. Two separate telephone lines.
- (g) One electric desk type printing calculator.
- (h) One first-aid cabinet fully equipped.
- (i) One plain paper copy machine capable of reproducing prints up to 8 1/2 x 11 in. (215 x 280 mm) with an automatic feed tray capable of storing 30 sheets of paper.
- (j) One plain paper fax machine with paper.
- (k) One telephone, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (I) A portable toilet meeting Federal, State, and local health department requirements stocked with lavatory and sanitary supplies at all times.
- (m) One electric water cooler dispenser.

(n) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit."

Revise the first sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"The building or buildings fully equipped as specified will be paid for on a monthly basis until the building or buildings are released by the Engineer."

Revise the last sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which become the property of the Contractor after release by the Engineer, except that the Department will pay that portion of the monthly long distance telephone bills that, when combined, exceed \$150."

EQUIPMENT RENTAL RATES (BDE)

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

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

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

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

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

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

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

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

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

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

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

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

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

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

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

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

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

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

HOT-MIX ASPHALT - FIELD VOIDS IN THE MINERAL AGGREGATE (BDE)

Effective: April 1, 2007 Revised: April 1, 2008

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

	Frequency of Tests	Frequency of Tests	Test Method
"Parameter			See Manual of Test
	High ESAL Mixture	All Other Mixtures	Procedures for
	Low ESAL Mixture		Materials
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified
			AASHTO R 35
	1 per half day of production		
	Day's production < 1200 tons:		
Note 5.			
	1 per half day of production for		
	first 2 days and 1 per day		
	thereafter (first sample of the day)		

Note 5. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS					
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other		
Individual Test Moving Avg. of 4 Individual Test					
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	N/A		

^{2/} Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

"CONTROL CHART REQUIREMENTS	High ESAL Low ESAL	All Other
	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

[&]quot;If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: 1/	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) 1/	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

^{1/} Based on washed ignition."

HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

		Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feed or combined belt-feed for drier drum plants. % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa). Note 3.	1 gradation per day of production. The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix. Note 4.	Illinois Procedure

Asphalt Binder Content by Ignition	1 per half day of	1 per day	Illinois-Modified AASHTO
Content by Ignition Oven	production	i per day	T 308
Note 2.			
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per		
	day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:	1 per day	Illinois-Modified AASHTO T 209"
Gravity of Mixture	1 per half day of production		1 200
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

"1030.08 Transportation. Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

- (a) Ambient air temperature is below 60 °F (15 °C).
- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

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

POLYUREA PAVEMENT MARKING (BDE)

Effective: April 1, 2004 Revised: January 1, 2007

<u>Description</u>. This work shall consist of furnishing and applying pavement marking lines.

The type of polyurea pavement marking applied will be determined by the type of reflective media used. Polyurea Pavement Marking Type I shall use glass beads as a reflective media. Polyurea Pavement Marking Type II shall use a combination of composite reflective elements and glass beads as a reflective media.

Polyurea-based liquid pavement markings shall only be applied by Contractors on the list of Approved Polyurea Contractors maintained by the Engineer of Operations and in effect on the date of advertisement for bids.

<u>Materials</u>. Materials shall meet the following requirements:

- (a) Polyurea Pavement Marking. The polyurea pavement marking material shall consist of 100 percent solid two part system formulated and designed to provide a simple volumetric mixing ratio of two components (must be two or three volumes of Part A to one volume of Part B). No volatile or polluting solvents or fillers will be allowed.
- (b) Pigmentation. The pigment content by weight (mass) of component A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than ± two percent from the pigment content of the original qualified paint.

White Pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow Pigment shall be an Organic Yellow and contain no heavy metals.

- (c) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious to persons or property.
- (d) Daylight Reflectance. The daylight directional reflectance of the cured polyurea material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degrees circumferential /zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to

720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow polyurea shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

X	0.490	0.475	0.485	0.539
Υ	0.470	0.438	0.425	0.456

(e) Weathering Resistance. The polyurea marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV - condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (f) Dry Time. The polyurea pavement marking material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of reflective media, shall exhibit a no-tracking time of ten minutes or less when tested according to ASTM D 711.
- (g) Adhesion. The catalyzed polyurea pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block, shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed polyurea shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) square cube shall be affixed to the surface of the polyurea by means of an epoxy glue. After the glue has cured for 24 hours, the polyurea specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the polyurea surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the polyurea system fails. The location of the break and the amount of concrete failure shall be recorded.

- (h) Hardness. The polyurea pavement marking materials when tested according to ASTM D 2240, shall have a shore D hardness of between 70 and 100. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (i) Abrasion. The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of the test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 120 mgs. The tests shall be run on cured samples of polyurea material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41 mm) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.

- (j) Reflective Media. The reflective media shall meet the following requirements:
 - (1) Type I The glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications and the following requirements:
 - a. First Drop Glass Beads. The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements:

U.S. Standard	Sieve	% Passing
Sieve Number	Size	By Weight (mass)
12	1.70 mm	95-100
14	1.40 mm	75-95
16	1.18 mm	10-47
18	1.00 mm	0-7
20	850 μm	0-5

- b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B.
- (2) Type II The combination of microcrystalline ceramic elements and glass beads shall meet the following requirements:
- a. First Drop Glass Beads. The first drop glass beads shall meet the following requirements:
 - 1. Composition. The elements shall be composed of a titania opacified ceramic core having clear and or yellow tinted microcrystalline ceramic beads embedded to the outer surface.
 - 2. Index of Refraction. All microcrystalline reflective elements embedded to the outer surface shall have an index of refraction of 1.8 when tested by the immersion method.
 - 3. Acid Resistance. A sample of microcrystalline ceramic beads supplied by the manufacturer, shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight (mass)) of sulfuric acid. Adding 0.2 oz (5.7 ml) of concentrated acid into the water shall make the one percent acid solution. This test shall be performed by taking a 1 x 2 in. (25 x 50 mm) sample and adhering it to the bottom of a glass tray and placing just enough acid solution to completely immerse the sample. The tray shall be covered with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions. The acid solution shall be decanted (do not rinse, touch, or otherwise disturb the bead surfaces) and the sample dried while adhered to the glass tray in a 150 °F (66 °C) oven for approximately 15 minutes. Microscope examination (20X) shall show no white (corroded) layer on the entire surface.
 - b. Second Drop Glass Beads. The second drop glass beads shall meet the requirements of Article 1095.07 of the Standard Specifications for Type B or the following manufacturer's specification:

1. Sieve Analysis. The glass beads shall meet the following sieve requirements:

U.S. Standard	Sieve	% Passing
Sieve Number	Size	By Weight (mass)
20	850 μm	100
30	600 μm	75-95
50	300 μm	15-35
100	150 μm	0-5

The manufacturer of the glass beads shall certify that the treatment of the glass beads meets the requirements of the polyurea manufacturer.

- Imperfections. The surface of the glass beads shall be free of pits and scratches. The glass beads shall be spherical in shape and shall contain a maximum of 20 percent by weight (mass) of irregular shapes when tested by the standard method using a vibratile inclined glass plate as adopted by the Department.
- 3. Index of Refraction. The index of refraction of the glass beads shall be a minimum of 1.50 when tested by the immersion method at 77 °F (25 °C).
- (k) Packaging. Microcrystalline ceramic reflective elements and glass beads shall be delivered in approved moisture proof bags or weather resistant bulk boxes. Each carton shall be legibly marked with the manufacturer, specifications and type, lot number, and the month and year the microcrystalline ceramic reflective elements and/or glass beads were packaged. The letters and numbers used in the stencils shall be a minimum of 1/2 in. (12.7 mm) in height.
 - (1) Moisture Proof Bags. Moisture proof bags shall consist of at least five ply paper construction unless otherwise specified. Each bag shall contain 50 lb (22.7 kg) net.
 - (2) Bulk Weather Resistance Boxes. Bulk weather resistance boxes shall conform to Federal Specification PPP-8-640D Class II or latest revision. Boxes are to be weather resistant, triple wall, fluted, corrugated-fiber board. Cartons shall be strapped with two metal straps. Straps shall surround the outside perimeter of the carton. The first strap shall be located approximately 2 in. (50 mm) from the bottom of the carton and the second strap shall be placed approximately in the middle of the carton. All cartons shall be shrink wrapped for protection from moisture. Cartons shall be lined with a minimum 4 mil polyester bag and meet Interstate Commerce Commission requirements. Cartons shall be approximately 38 x 38 in. (1 x 1 m), contain 2000 lb (910 kg) of microcrystalline ceramic reflective elements and/or glass beads and be supported on a wooden pallet with fiber straps.
- (I) Packaging. The material shall be shipped to the job site in substantial containers and shall be plainly marked with the manufacturer's name and address, the name and color of the material, date of manufacture, and batch number.
- (m) Verification. Prior to approval and use of the polyurea pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth

herein. The certification test report shall state the lot tested, manufacturer's name, brand name of polyurea and date of manufacture. The certification shall be accompanied by one 1 pt (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the polyurea manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed. All costs of testing (other than tests conducted by the Department) shall be borne by the manufacturer.

- (n) Acceptance samples. Acceptance samples shall consist of one 1 pt (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Department. The polyurea pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months.

Equipment. The polyurea pavement marking compounds shall be applied through equipment specifically designed to apply two component liquid materials, glass beads and/or reflective elements in a continuous and skip-line pattern. The two-component liquid materials shall be applied after being accurately metered and then mixed with a static mix tube or airless impingement mixing guns. The static mixing tube or impingement mixing guns shall accommodate plural component material systems that have a volumetric ratio of 2 to 1 or 3 to 1. This equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The guns shall have the capacity to deliver materials from approximately 1.5 to 3 gal/min (5.7 to 11.4 L/min) to compensate for a typical range of application speeds of 6 to 8 mph (10 to 13 km/h). The accessories such as spray tip, mix chamber, and rod diameter shall be selected according to the manufacturer's specifications to achieve proper mixing and an acceptable spray pattern. The application equipment shall be maneuverable to the extent that straight lines can be followed and normal curves can be made in a true arc. This equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to making application.

The equipment shall be capable of spraying both yellow and white polyurea, according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two polyurea tanks each of 110 gal (415 L) minimum capacity and be equipped with hydraulic systems and agitators. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying the appropriate reflective media according to manufacturer's recommendations. All guns shall be in full view of operations at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and polyurea application techniques. Certification of equipment shall be provided at the pre-construction conference.

The mobile applicator shall include the following features:

- (a) Material Reservoirs. The applicator shall provide individual material reservoirs, or space for the storage of Part A and Part B of the resin composition.
- (b) Heating Equipment. The applicator shall be equipped with heating equipment of sufficient capacity to maintain the individual resin components at the manufacturer's recommended temperature of ±5 °F (±2.8 °C) for spray application.
- (c) Dispensing Equipment. The applicator shall be equipped with glass bead and/or reflective element dispensing equipment. The applicator shall be capable of applying the glass beads and/or reflective elements at a rate and combination indicated by the manufacturer.
- (d) Volumetric Usage. The applicator shall be equipped with metering devices or pressure gauges on the proportioning pumps as well as stroke counters to monitor volumetric usage. Metering devices or pressure gauges and stroke counters shall be visible to the Engineer.
- (e) Pavement Marking Placement. The applicator shall be equipped with all the necessary spray equipment, mixers, compressors and other appurtenances to allow for the placement of reflectorized pavement markings in a simultaneous sequence of operations.

The Contractor shall provide an accurate temperature-measuring device(s) that shall be capable of measuring the pavement temperature prior to application of the material, the material temperature at the gun tip and the material temperature prior to mixing.

CONSTRUCTION REQUIREMENTS

<u>General</u>. The pavement shall be cleaned by a method approved by the Engineer to remove all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement surface. New portland cement concrete pavements shall be air-blast-cleaned to remove all latents.

Widths, lengths, and shapes of the cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be placed.

The cleaning operation shall be a continuous moving operation process with minimum interruption to traffic.

Markings shall be applied to the cleaned surfaces on the same calendar day. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. No markings shall be applied until the Engineer approves the cleaning.

The pavement markings shall be applied to the cleaned road surface, during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 15 mils (0.4 mm) according to the manufacturer's installation instructions. On new hot-mix asphalt (HMA) surfaces the pavement markings shall be applied at a minimum uniform wet thickness of 20 mils (0.5 mm). The application of and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At

the time of installation the pavement surface temperature and the ambient temperature shall be above 40 °F (4 °C) and rising. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that damage causing moisture, such as rain showers, may occur during the installation and set periods. The Engineer will determine the atmospheric conditions and pavement surface conditions that produce satisfactory results.

Using the application equipment, the pavement markings shall be applied in the following manner, as a simultaneous operation:

- (a) The surface shall be air-blasted to remove any dirt and residue.
- (b) The resin shall be mixed and heated according to manufacturer's recommendations and sprayed onto the pavement surface.

The edge of the center line or lane line shall be offset a minimum distance of 2 in. (50 mm) from a longitudinal crack or joint. Edge lines shall be approximately 2 in. (50 mm) from the edge of pavement. The finished center and lane lines shall be straight, with the lateral deviation of any 10 ft (3 m) line not to exceed 1 in. (25 mm).

<u>Notification</u>. The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order that he/she can be present during the operation. At the time of notification, the Contractor shall provide the Engineer the manufacturer and lot numbers of polyurea and reflective media that will be used.

<u>Inspection</u>. The polyurea pavement markings will be inspected following installation according to Article 780.10 of the Standard Specifications, except, no later than December 15, and inspected following a winter performance period that extends 180 days from December 15.

<u>Method of Measurement</u>. This work will be measured for payment in place, in feet (meters). Double yellow lines will be measured as two separate lines.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per foot (meter) for POLYUREA PAVEMENT MARKING TYPE I – LINE of the line width specified or for POLYUREA PAVEMENT MARKING TYPE II – LINE of the line width specified.

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs

1042.16"

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole Plugs

1042.16"

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 550.02 of the Standard Specifications:

"(o) Handling Hole Plugs

1042.16"

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

"Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation."

Add the following to Article 602.02 of the Standard Specifications:

"(p) Handling Hole Plugs

1042.16(a)"

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

"Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar."

Add the following to Section 1042 of the Standard Specifications:

"1042.16 Handling Hole Plugs. Plugs for handling holes in precast concrete products shall be as follows.

- (a) Precast Concrete Plug. The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) Polyethylene Plug. The polyethylene plug shall have a "mushroom" shape with a flat round top and a stem with three different size ribs. The plug shall fit snuggly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)"

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007 Revised: August 1, 2007

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to obtain two samples of test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	\pm 0.4 % ^{1/}	± 0.5 %
G _{mm}	± 0.02 ^{2/}	

- 1/ The tolerance for conglomerate 3/8 shall be \pm 0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the \pm 0.02 tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP shall not be used in HMA unless the RAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

HMA MIXTURES 1/, 3/	MAXIMUM % RAP						
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified				
30	30	30	10				
50	25	15	10				
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10				
90	10	10	10				
105	10	10	10				

- 1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50% of the mixture.
- 2/ Value of Max % RAP if 3/8 RAP is utilized.
- 3/ When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP material meeting the above detailed requirements.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit, or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design. When producing mixtures containing conglomerate 3/8 RAP, a positive dust control system shall be utilized.

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

- (a) Dryer Drum Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
 - (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

- (b) Batch Plants.
 - (1) Date, month, year, and time to the nearest minute for each print.
 - (2) HMA mix number assigned by the Department.
 - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - (4) Mineral filler weight to the nearest pound (kilogram).
 - (5) RAP weight to the nearest pound (kilogram).
 - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
 - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

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

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

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

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005 Revised: January 2, 2008

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

- "(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and/or Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.
 - (1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.
 - a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
 - b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
 - c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 6 (10 19), the elongation after rupture shall be at least 9%.

[&]quot;Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
 - a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

"508.03 Storage and Protection. Reinforcement bars, when delivered on the job, shall be stored off the ground using platforms, skids, or other supports; and shall be protected from mechanical injury and from deterioration by exposure. Epoxy coated bars shall be stored on wooden or padded steel cribbing and all systems for handling shall have padded contact areas. The bars or bundles shall not be dragged or dropped.

When it is necessary to store epoxy coated bars outside for more than two months, they shall be protected from sunlight, salt spray, and weather exposure. The protection shall consist of covering with opaque polyethylene sheeting or other suitable opaque material. The covering shall be secured and allow for air circulation around the bars to minimize condensation under the cover.

When placed in the work the bars shall be free from dirt, detrimental scale, paint, oil, or other foreign substances. A light coating of rust will not be considered objectionable on black bars."

SEEDING (BDE)

Effective: July 1, 2004 Revised: August 1, 2007

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

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

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

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

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

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

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

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

Effective: November 1, 2005 Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004 Revised: January 1, 2007

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

<u>Usage</u>. Self-consolidating concrete may be used for precast concrete products.

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

Mix Design Criteria. The mix design criteria shall be as follows:

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

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

<u>Placing and Consolidating</u>. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

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

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

SILT FILTER FENCE (BDE)

Effective: January 1, 2008

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

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

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

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

STONE GRADATION TESTING (BDE)

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

"A maximum of 15 percent of the total test sample by weight may be oversize material."

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2008

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

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

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

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

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

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

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

THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

Revise Article 1095.01(a)(2) of the Standard Specifications to read:

"(2) Pigment. The pigment used for the white thermoplastic compound shall be a high-grade pure (minimum 93 percent) titanium dioxide (TiO₂). The white pigment content shall be a minimum of ten percent by weight and shall be uniformly distributed throughout the thermoplastic compound.

The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, Table 1. The combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color No. 33538. The pigment shall be uniformly distributed throughout the thermoplastic compound."

Revise Article 1095.01(b)(1)e. of the Standard Specifications to read:

"e. Daylight Reflectance and Color. The thermoplastic compound after heating for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) and cooled at 77 °F (25 °C) shall meet the following requirements for daylight reflectance and color, when tested, using a color spectrophotometer with 45 degree circumferential/zero degree geometry, illuminant C, and two degree observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm.

White: Daylight Reflectance75 percent min. *Yellow: Daylight Reflectance45 percent min.

*Shall meet the coordinates of the following color tolerance chart.

x 0.490 0.475 0.485 0.530 y 0.470 0.438 0.425 0.456"

Revise Article 1095.01(b)(1)k. of the Standard Specifications to read:

"k. Accelerated Weathering. After heating the thermoplastic for four hours ± five minutes at 425 ± 3 °F (218.3 ± 2 °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

The cycle shall consist of four hours UV exposure at 122 $^{\circ}$ F (50 $^{\circ}$ C) followed by four hours of condensation at 104 $^{\circ}$ F (40 $^{\circ}$ C). UVB 313 bulbs shall be used. At the end of the exposure period, the panel shall not exceed 10 Hunter Lab Delta E units from the original material."

TRAFFIC SIGNAL GROUNDING (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Revise Article 873.02 of the Standard Specifications to read:

"873.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Electric Cable – Signal, Lead-in, Communication, Service,	
and Equipment Grounding Conductor	1076.04
(b) Electrical Raceway Materials	1088.01"

Revise Article 873.04 of the Standard Specifications to read:

"873.04 Grounding System. All traffic signal circuits shall include an equipment grounding conductor according to Article 801.04. The equipment grounding conductor shall consist of a continuous, green, insulated conductor Type XLP, No. 6 AWG, stranded copper installed in raceways and bonded to each metal enclosure (handhole, post, mast arm pole, signal cabinet, etc.). All clamps shall be bronze or copper, UL approved.

A grounding cable with connectors shall be installed between each handhole cover and frame. The grounding cable shall be looped over cable hooks installed in the handholes and 5 ft (1.5 m) of extra cable shall be provided between the frame and cover.

All equipment grounding conductors shall terminate at the ground bus in the controller cabinet. The neutral conductor and the equipment grounding conductor shall be connected in the service installation. At no other point in the traffic signal system shall the neutral and equipment grounding conductors be connected."

Revise Article 873.05 of the Standard Specifications to read:

"873.05 Method of Measurement. Electric cable will be measured for payment in feet (meters) in place. The length of measurement shall be the distance horizontally and vertically measured between the changes in direction, including cables in mast arms, mast arm poles, signal posts, and extra cable length as specified in Article 873.03. The vertical cable length shall be measured according to the following schedule.

Location	Cable Length
Foundation (signal post, mast arm pole, controller cabinet)	3 ft (1 m)
Mast Arm Pole (mast arm mounted signal head)	20 ft (6 m)
Mast Arm Pole	
(bracket mounted signal head attached to mast arm pole)	13 ft (4 m)
Signal Post (bracket or post mounted signal head)	13 ft (4 m)
Pedestrian Push Button	6 ft (2 m)"

Add the following Article to Section 873 of the Standard Specifications:

"873.06 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE, of the method of installation (IN TRENCH, IN CONDUIT, or AERIAL SUSPENDED), of the type, size, and number of conductors specified.

The type specified will indicate the method of installation and whether the electric cable is Service, Signal, Lead-in, Communication, or Equipment Grounding Conductor."

Revise the heading of Article 1076.04 of the Standard Specifications to read:

"1076.04 Electric Cable – Signal, Lead-in, Communication, Service, and Equipment Grounding Conductor."

Add the following paragraph to the end of Article 1076.04 of the Standard Specifications:

"(e) Equipment Grounding Conductor. The cross linked polyethylene (XLP) insulated conductor shall be according to Articles 1066.02 and 1066.03. The stranded copper conductor shall be No. 6 AWG and the insulation color shall be green."

VARIABLY SPACED TINING (BDE)

Effective: August 1, 2005 Revised: January 1, 2007

Revise the first sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

"The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head."

Revise the fifth sentence of the third paragraph of Article 420.09(e)(1) of the Standard Specifications to read:

"The tining device shall be operated so as to a produce a pattern of grooves, 1/8 to 3/16 in. (3 to 5 mm) deep and 1/10 to 1/8 in. (2.5 to 3.2 mm) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes."

Add the following table after the third paragraph of Article 420.09(e)(1) of the Standard Specifications:

"Center to Center Spacings of Metal Comb Tines									
	in. (mm) (read spacings left to right)								
1 5/16 (34) 1 7/16 (36) 1 7/8 (47) 2 1/8 (54) 1 7/8 (48)									
1 11/16 (43)	1 1/4 (32)	1 1/4 (31)	1 1/16 (27)	1 7/16 (36)					
1 1/8 (29)	1 13/16 (46)	13/16 (21)	1 11/16 (43)	7/8 (23)					
1 5/8 (42)	2 1/16 (52)	15/16 (24)	11/16 (18)	1 1/8 (28)					
1 9/16 (40)	1 5/16 (34)	1 1/16 (27)	1 (26)	1 (25)					

1 1/16 (27)	13/16 (20)	1 7/16 (37)	1 1/2 (38)	2 1/16 (52)
2 (51)	1 3/4 (45)	1 7/16 (37)	1 11/16 (43)	2 1/16 (53)
1 1/16 (27)	1 7/16 (37)	1 5/8 (42)	1 5/8 (41)	1 1/8 (29)
1 11/16 (43)	1 3/4 (45)	1 3/4 (44)	1 3/16 (30)	1 7/16 (37)
1 5/16 (33)	1 9/16 (40)	1 1/8 (28)	1 1/4 (31)	1 15/16 (50)
1 5/16 (34)	1 3/4 (45)	13/16 (20)	1 3/4 (45)	1 15/16 (50)
2 1/16 (53)	2 (51)	1 1/8 (29)	1 (25)	11/16 (18)
2 1/16 (53)	11/16 (18)	1 1/2 (38)	2 (51)	1 9/16 (40)
11/16 (17)	1 15/16 (49)	1 15/16 (50)	1 9/16 (39)	2 (51)
1 7/16 (36)	1 7/16 (36)	1 1/2 (38)	1 13/16 (46)	1 1/8 (29)
1 1/2 (38)	1 15/16 (50)	15/16 (24)	1 5/16 (33)"	

WATER BLASTER WITH VACUUM RECOVERY (BDE)

Effective: April 1, 2006 Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

"(c) Water Blaster with Vacuum Recovery 1101.12"

Revise Article 1101.12 of the Standard Specifications to read.

"1101.12 Water Blaster with Vacuum Recovery. The water blaster shall remove the stripe from the pavement using a high pressurized water spray with a vacuum recovery system to provide a clean, almost dry surface, without the use of a secondary cleanup process. The removal shall be to the satisfaction of the Engineer. The equipment shall contain a storage system that allows for the storage of the wastewater while retaining the debris. The operator shall be in immediate control of the blast head."

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

Effective: April 2, 2004 Revised: April 1, 2007

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

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

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

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

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

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

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

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = CBP_M - CBP_L$

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

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

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

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

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

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

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

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

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

Attachment

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

Contract No.:			_			
Company Name:						
Contractor's Option	<u>ı</u> :					
ls your company opt	ing to include th	nis spec	cial provisio	on as part of th	e contract plan	s?
Yes		No				
Signature:				Date:		

ILLINOIS DEPARTMENT OF LABOR

PREVAILING WAGES FOR MADISON COUNTY EFFECTIVE AUGUST 2008

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

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at 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.

Madison County Prevailing Wage for August 2008

Trade Name			Base	FRMAN *M-F>8			,	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL	25.600		1.5 2			7.150		
ASBESTOS ABT-GEN	SE	ALL		26.050 1.5				7.100		
ASBESTOS ABT-MEC		BLD	25.690	26.690 1.5	1.5 2	2.0	5.050	2.500	0.000	0.250
BOILERMAKER		BLD	30.000	32.500 1.5	1.5 2	2.0	6.820	11.28	1.000	0.350
BRICK MASON		BLD	27.090	28.840 1.5	1.5 2	2.0	5.250	8.450	2.000	0.400
CARPENTER		ALL	31.230	32.730 1.5	1.5 2	2.0	5.300	4.000	0.000	0.350
CEMENT MASON		ALL	27.500	28.250 1.5				9.000		
CERAMIC TILE FNSHER		BLD	23.370	0.000 1.5				4.400		
ELECTRIC PWR EQMT OP				39.460 1.5				8.080		
ELECTRIC PWR EQMT OP				37.980 1.5 39.460 1.5				7.880		
ELECTRIC PWR GRNDMAN ELECTRIC PWR GRNDMAN		ALL ALL		37.980 1.5				5.500 5.890		
ELECTRIC PWR GRIDMAN ELECTRIC PWR LINEMAN				39.460 1.5				9.320		
ELECTRIC PWR LINEMAN								9.060		
ELECTRIC PWR TRK DRV				39.460 1.5				5.640		
ELECTRIC PWR TRK DRV				37.980 1.5				6.430		
ELECTRICIAN	NW	ALL	32.660	34.660 1.5	1.5 2	2.0	5.900	7.875	0.000	0.490
ELECTRICIAN	SE	ALL	33.740	36.760 1.5	1.5 2	2.0	5.400	6.750	0.000	0.420
ELECTRONIC SYS TECH	NW	BLD	25.000	26.500 1.5	1.5 2	2.0	5.650	5.475	0.000	0.250
ELECTRONIC SYS TECH	SE	BLD	26.520	28.020 1.5	1.5 2	2.0	2.800	6.270	0.000	0.250
ELEVATOR CONSTRUCTOR		BLD	38.715	43.550 2.0	2.0 2	2.0	8.775	6.960	2.320	0.000
FLOOR LAYER		BLD		28.430 1.5				4.000		
GLAZIER		BLD	30.140	0.000 2.0				7.520		
HT/FROST INSULATOR		BLD		32.240 1.5				8.860		
IRON WORKER	B.TT.7	ALL		28.850 1.5				9.150		
LABORER LABORER		ALL		25.600 1.5 25.550 1.5				7.150 7.100		
MACHINIST	SE	ALL BLD		42.530 1.5				7.100		
MARBLE FINISHERS		BLD	23.370	0.000 1.5				4.400		
MARBLE MASON		BLD		28.840 1.5				8.450		
MILLWRIGHT		ALL		32.730 1.5				4.000		
OPERATING ENGINEER		ALL 1	27.000	29.000 1.5	1.5 2	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL 2	25.870	29.000 1.5	1.5 2	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL 3	21.390	29.000 1.5	1.5 2	2.0	6.700	12.35	0.000	1.000
OPERATING ENGINEER		ALL 4		29.000 1.5				12.35		
OPERATING ENGINEER		ALL 5		29.000 1.5				12.35		
OPERATING ENGINEER				29.000 1.5				12.35		
OPERATING ENGINEER				29.000 1.5				12.35		
OPERATING ENGINEER				29.000 1.5 29.200 1.5				12.35		
PAINTER PAINTER		BLD HWY		30.400 1.5				6.170 6.170		
PAINTER OVER 30FT		BLD		30.200 1.5				6.170		
PAINTER PWR EQMT		BLD		30.200 1.5				6.170		
PAINTER PWR EQMT		HWY		31.400 1.5				6.170		
PILEDRIVER		ALL		32.730 1.5				4.000		
PIPEFITTER	N	BLD	31.450	33.020 2.0	2.0 2	2.0	5.350	6.660	0.000	0.200
PIPEFITTER	S	BLD		32.000 1.5				7.000		
PLASTERER		BLD		28.900 1.5				7.750		
PLUMBER	N	BLD		33.020 2.0				6.660		
PLUMBER	S	BLD		35.200 1.5				5.600		
ROOFER		BLD		28.750 1.5				5.900		
SHEETMETAL WORKER		ALL		29.580 1.5				5.650		
SPRINKLER FITTER TERRAZZO FINISHER		BLD BLD	35.230	37.730 2.0 0.000 1.5				8.100		
TERRAZZO FINISHER TERRAZZO MASON		BLD		32.830 1.5				4.250		
TRUCK DRIVER			27.580	0.000 1.5				3.925		
TRUCK DRIVER			27.980					3.925		
TRUCK DRIVER			28.180	0.000 1.5				3.925		

TRUCK	DRIVER	AT ₁ T ₁ 4	28.430	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
	DRIVER		29.180						3.925		
IRUCK	DRIVER	Ашш :	29.100	0.000	1.5	1.5	∠.∪	0.000	3.945	0.000	0.000
TRUCK	DRIVER	0&C	22.060	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK	DRIVER	0&C 2	22.380	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK	DRIVER	O&C 3	3 22.540	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK	DRIVER	0&C 4	22.740	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000
TRUCK	DRIVER	0&C 5	23.340	0.000	1.5	1.5	2.0	8.600	3.925	0.000	0.000

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

MADISON COUNTY

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NORTHWEST) - Townships of Godfrey, Foster and Wood River, and the western one mile of Moro, Ft. Russell and Edwardsville, south to the north side of Hwy. 66 and west to the Mississippi River. This includes SIU-Edwardsville Dental Facility and Alton Mental Health Hospital.

ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (SOUTHEAST) - Remainder of county not covered by ELECTRICIANS AND ELECTRIC SYSTEMS TECHNICIAN (NW) including SIU-Edwardsville Main Campus.

LABORERS (NORTHWEST) - That area northwest of a diagonal line running from the Mississippi River at the intersection of the waterway known as Wood River at Maple Island, northeast through the highway intersection of Illinois Routes 3 and 143 and following the boundary of Alton/East Alton, then preceding northeast to the county line at a point approximately one mile west of Illinois Route 159.

PLUMBERS AND PIPEFITTERS (SOUTH) - That part of the county South of a line between Mitchell and Highland including the town of Glen Carbon.

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.

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

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

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

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

- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

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

OPERATING ENGINEERS

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways, or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller, Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), Waterblasters (two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers. GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Master Mechanics, Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; Whirlie Cranes; and Operator Foreman.

TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

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.