ITEM MOT 00-04508

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MAY 10, 2011 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Maple Avenue/BNSF Railroad Grade Reduction Project (ST-028 & WA-036)	Resolution Ordinance ✓ Motion Discussion Only	Nan Newlon, P.E. Director of Public Works

SYNOPSIS
A motion is requested to award a contract for the Maple Avenue/BNSF Railroad Grade Reduction Project to Landmark Contractors, Inc. Huntley, Illinois in the amount of $365,469.28.

STRATEGIC PLAN ALIGNMENT
The Goals for 2011 to 2018 identified *Top Quality Infrastructure.*

FISCAL IMPACT
The adopted FY 2011 budget includes $337,800 in the Capital Projects Fund and $50,000 in the Water Fund for this project. The costs are offset by a $262,800 grant from an Illinois Commerce Commission (ICC) Grant and a $75,000 grant from the Department of Commerce and Economic Opportunity with a final cost to the Village of $50,000. A testing portion of the project ($8,500) was previously awarded.

RECOMMENDATION
Approval on the May 17, 2011 consent agenda.

BACKGROUND
The purpose of this project is to improve safety at this crossing of the BNSF Railroad. The Village initiated a dialogue with the ICC in 2009 seeking funding assistance to address the steep incline on Maple Avenue at the BNSF Railroad crossing. This location was the scene of a fatal traffic accident in 2007. On April 20, 2010 the Village executed a Local Agency Agreement with the ICC to provide funding for this project. A condition of the agreement was that the Village would prepare plans and specifications and act as the contracting agency for the project.

This project was included in the 2011 CIP program (CIP Projects ST-028 & WA-036). The scope of work includes pavement removal and replacement, level binder, hot mix asphalt surface course, curb and gutter removal and replacement, water main and storm sewer installation, and all related work to reduce the grade at the rail road.

A Call for Bids (CFB) was issued and published in accordance with the Village's Purchasing Policy. Five bids were received by the due date of April 18, 2011. A synopsis of the bids is as follows:

Contractor	Base Bid	
Landmark Contractors, Inc.	**$365,469.28**	**Low Bid**
Schroeder Asphalt Services, Inc.	$413,593.74	
Central Blacktop Company, Inc	$455,339.00	

Construction Management Briggs Paving	$482,453.23
Trine Construction Corp.	$492,743.85

RECOMMENDATION

As the low bidder, Landmark Contractors, Inc's proposed contract amount is $13,830.72 less than the budget of $379,300 for this portion of the project. Landmark Contractors has satisfactorily completed various projects for the State and local municipalities and has also completed work involving the Union Pacific Railroad. Staff recommends award of this contract to Landmark Contractors, Inc.

ATTACHMENTS

Contract Document
Signature Page
Campaign Disclosure
Capital Project Sheet ST-028 & WA-036

Illinois Department of Transportation

Proposal / Contract Cover

PROPOSAL SUBMITTED BY		
Landmark Contractors, Inc		
Contractor's Name		
11916 W. Main St.		1104
Street		P.O. Box
Huntley, IL 60142		
City	State	Zip Code

STATE OF ILLINOIS

COUNTY OF Du Page

Village of Downers Grove
(Name of City, Village, Town or Road District)

- ☒ ESTIMATE OF COST
- ☒ SPECIFICATIONS
- ☒ PLANS
- ☐ MATERIAL PROPOSAL
- ☐ DELIVER AND INSTALL PROPOSAL
- ☒ CONTRACT PROPOSAL
- ☐ CONTRACT
- ☐ CONTRACT BOND

LICENSED PROFESSIONAL ENGINEER
SCOTT A. VASKO
062.063237
STATE OF ILLINOIS

FOR THE IMPROVEMENT OF

STREET NAME OR ROUTE NO. Burlington Avenue/Maple Avenue

SECTION NO. 11-00101-00-RR

TYPES OF FUNDS MFT (Grade Crossing Protection Fund)

For Municipal Projects

Submitted
Approved/Passed 2/18/11
Date

☒ Mayor ☐ President of Board of Trustees ☐ Municipal Official

For County and Road District Projects

Submitted/Approved
Date

☐ Highway Commissioner

Submitted/Approved
Date

☐ County Engineer/Superintendent of Highways

Department of Transportation

☒ Released for bid based on limited review

Date 3-28-11

Regional Engineer

☐ Concurrence in approval of award

Date

Regional Engineer

RECEIVED
FEB 24 2011
BUREAU LOCAL
ROADS & STREETS

Printed 1/28/2011

BLR 12210 (Rev.12/08/08)

Illinois Department of Transportation

Notice to Bidders

RETURN WITH BID

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

Time and Place of Opening of Bids

Sealed proposals for the improvement described below will be received at the office of Public Works Department

5101 Walnut Avenue, Downers Grove, Illinois 60515
(address)

until 10:00 o'clock A M., April 18, 2011 (date) Proposals will be opened and read publicly

at 10:00 o'clock A M., April 18, 2011 (date) at the office of Public Works Department

5101 Walnut Avenue, Downers Grove, Illinois 60515
(address)

Description of Work

Name Intersection Improvements Maple @ BNSF R R Length 575.00 feet (0.11 miles)

Location Burlington Avenue and Maple Avenue

Proposed Improvement Pavement removal and replacement, level binder, hot-mix asphalt surface course curb and gutter removal and replacement, and all related work to reduce the grade at the rail road.

Bidders Instructions

1. Plans and proposal forms will be available in the office of Public Works Department, 5101 Walnut Avenue Downers Grove, Illinois 60515, Scott Vasko (630) 434-6804, Proposal Fee $25
2. If prequalification is required , the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals contained in the "Supplemental Specifications and Recurring Special Provisions".
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
   a. BLR 12210 - Contract Cover
   b. BLR 12220 - Notice to Bidders
   c. BLR 12221 - Contract Proposal
   d. BLR 12222 - Contract Schedule of Prices
   e. BLR 12223 - Signatures
   f. BLR 12230 - Proposal Bid Bond (if applicable)
   g. BLR 12325 – Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the 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 hereinafter provided.

7. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of

Village of Downers Grove	April Holden
(Awarding Authority)	County Engineer/County Superintendent of Highways/Municipal Clerk

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

Illinois Department of Transportation

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 of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 11-00101-00-RR, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

INDEX OF SPECIAL PROVISIONS

LOCATION OF IMPROVEMENT

The project location is along Burlington Avenue in the Village of Downers Grove, DuPage County. The project includes the intersection of Burlington Avenue and Maple Avenue south of the rail road crossing. The length of the project is approximately 575 feet.

DESCRIPTION OF IMPROVEMENT

This project will include the removal and replacement of the intersection to reduce the grade south of the rail road crossing. The project will include the placement of binder course and hot-mix asphalt surface course. It also includes replacement of existing water main and storm sewer, concrete curb removal and replacement, utility structure adjustments, landscaping, striping and all incidental and collateral work as necessary to complete the improvement shown on the plans and described herein.

Maintenance of Roadways
Effective: September 30, 1985 Revised: November 1, 1996

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

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

TRAFFIC CONTROL PLAN
Effective: September 30, 1985
Revised: January 1, 2007

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

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

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

STANDARDS:
701501-06
701801-04
701901-01

DETAILS:

SPECIAL PROVISIONS: See section 12 under general provisions.

Basis of Payment. This work shall be included in the cost for Traffic Control and Protection.

STATUS OF UTILITIES TO BE ADJUSTED
Effective: January 30, 1987
Revised: July 1, 1994

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

Name of Utility	Type	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
AT &T	Telephone	Entire Job	None Anticipated
ComEd	Electric	Entire Job	None Anticipated
Nicor	Gas	Entire Job	None Anticipated
Comcast	Cable	Entire Job	None Anticipated
Downers Grove Sanitary	Sanitary	Entire Job	None Anticipated

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

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

RECURRING SPECIAL PROVISIONS

CHECK SHEET
FOR
RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

Adopted January 1, 2011

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

RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS

I. INSTRUCTIONS TO BIDDERS

1. GENERAL

1.1 Notice is hereby given that Village of Downers Grove will receive sealed bids up to: APRIL 18, 2011, 10:00 AM

1.2 Defined Terms:

1.2.1 Village – the Village of Downers Grove acting through its officers or agents.

1.2.2 Contract Documents – this document plus any drawings issued therewith, any addenda and the Bidder's completed proposal, bonds and all required certifications.

1.2.3 Bid – this document completed by an individual or entity and submitted to the Village.

1.2.4 Bidder – the individual or entity who submits or intends to submit a bid proposal to the Village.

1.2.5 Contractor – the individual or entity whose bid is selected by the Village and who enters into a contract with the Village.

1.2.6 Work – the construction or service defined herein.

1.2.7 Day – unless otherwise stated all references to day "Day" "Days", "day" or "days" shall refer to calendar days.

1.2.8 Proposal Guaranty – the required bid deposit.

1.3 Bids must be received at the Village by the time and date specified. Bids received after the specified time and date will not be accepted and will be returned unopened to the Bidder.

~~1.4 Bids shall be sent to the Village of Downers Grove, in a sealed envelope marked "SEALED BID". The envelope shall be marked with the name of the project, date, and time set for receipt of Bids. The bid package may be submitted any time prior to the time set for receipt of Bids.~~

1.5 All Bids must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting Bid. Telephone, email and fax Bids will not be accepted.

1.6 Under penalty of perjury, the Bidder certifies by submitting this Bid that he has not acted in collusion with any other Bidder or potential Bidder.

2. BID PREPARATION

Add the following, thereby amending Check Sheet LRS 6 of the SSRBC

2.1 When the Contract Documents include information pertaining to subsurface explorations, borings, test pits, and other preliminary investigations, such information is included solely for the convenience of the Bidder. *The Village assumes no responsibility whatever with respect to the sufficiency of the information, and does not warrant, neither expressly nor by implication, that the conditions indicated represent those existing throughout the Work, or that unanticipated developments may not occur.*

2.2 Any information shown in the Contract Documents regarding the locations of underground utility facilities is included solely for the convenience of the Bidder. The Village assumes no responsibility whatever with respect to the sufficiency, accuracy or inadequacy of such information. It shall be the Bidder's responsibility to obtain detailed information from the respective utility companies relating to the location of their facilities and the work schedules of the utility companies for removing or adjusting them. Utilities whose facilities may be affected by the work include, but may not be limited to, the following: Nicor, ComEd, SBC, Comcast Cable, Downers Grove Sanitary District, and Village water, storm sewer, and street lighting systems.

2.3 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of bids or the pre-bid conference, if offered. The Village shall make all changes or interpretations of the Contract Documents in a written addendum and shall provide an addendum to any bidder of record. Any and all changes to the Contract Documents are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating same on the Bid Form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the Bid therein. Failure to acknowledge any addenda may cause the Bid to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Bidder's responsibility to obtain all addenda issued.

Bidders will provide written acknowledgement of receipt of each addendum issued with the bid submission.

2.4 The Bidder shall complete and submit with the Bid an "Affidavit" (IDOT Form BC-57, ~~or similar~~)listing all uncompleted contracts, including subcontract work; all pending low bids not yet awarded or rejected, and equipment available.

2.5 The Bidder shall complete and submit with the Bid a "Municipal Reference List" indicating other municipalities for which the Bidder has successfully performed similar work.

3. PREQUALIFICATION OF BIDDERS

3.1 In accordance with Check Sheet LRS6 of the Supplemental Specifications and Recurring Special Provisions as adopted January I, 2010, prequalification shall be required of all bidders on this proposal. It shall also be required that all bidders are prequalified for 003 Hot-Mix Asphalt (HMA) Plant Mix.

4. BID SUBMISSION

Add the following, thereby amending Check Sheet LRS 6 of the SSRBC and the Notice to Bidders, BLR 12220

4.1 A bid deposit will be required, which shall not exceed five percent (5%) of the estimated cost of the work to be furnished. Such bid deposit shall be in the form of a bid bond, certified check or bank cashier's check made payable to the Village of Downers Grove.

4.2 Proposals will be accepted until **10:00 a.m., April 18, 2011** at the office of the Village of Downers Grove, Public Works Facility, 5101 Walnut Avenue, Downers Grove Illinois, 60515-4074. Proposals received after that time will be rejected and returned to the bidder unopened.

4.3.1 Per item 5 on the Notice to Bidders, BLR 12220, bidders need not return the entire contract proposal when bids are submitted unless otherwise required. In addition to the forms listed on the Notice to Bidders, the following forms are located near the back of the proposal package and must also be returned.

1. Bidders Certification
2. Campaign Disclosure Certificate
3. Buy America Certificate
4. Suspension or Debarment Certificate
5. Vendor W-9 Request Form
6. Subcontractors List

4.4 Proposals shall be submitted in a sealed opaque envelope marked "SEALED BID". Envelope shall also be marked with the Project Title, date and time set for receipt of Bids, name and address of the Bidder, and be accompanied by the Proposal security and other required documents. If the Proposal bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

5. BID MODIFICATION OR WITHDRAWAL

Add the following, thereby amending Check Sheet LRS 6 of the SSRBC

5.1 A Bid that is in the possession of the Village may be altered by a letter bearing the signature or name of person authorized for submitting a Bid, provided that it is received prior to the time and date set for the bid opening. Telephone, email or verbal alterations of a Bid will not be accepted.

5.2 A Bid that is in the possession of the Village may be withdrawn by the bidder, up to the time set for the bid opening, by a letter bearing the signature or name of person authorized for submitting bids. Bids may not be withdrawn after the bid opening and shall remain valid for a period of ninety (90) days from the date set for the bid opening, unless otherwise specified.

6. BID REJECTION

IB 6 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

7. BIDDER COMPETENCY

7.1 No Bid will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default upon any debt or contract. The Bidder, if requested, must present evidence to the Village of ability and possession of necessary facilities, and financial resources to comply with the terms of the Contract Documents. Evidence must be presented within three (3) business days.

8. BIDDER DISQUALIFICATION

Add the following, thereby amending Check Sheet LRS 6 of the SSRBC.

8.1 Failure to submit a signed Bidder's Certificate stating the following:

8.1.1 That the Bidder is not barred from bidding on this Contract as a result of a violation of Sections 720 ILCS 5/33-E3 and 720 ILCS 5/33-E4 of the Illinois Compiled Statues; and

8.1.2 The Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue and;

8.1.3 The Bidder will maintain the types and levels of insurance required by the terms of this contract.

9. BASIS OF AWARD

IB 9 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

10. AWARD OF CONTRACT

IB 10 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

11. RETURN OF BID DEPOSIT

IB 11 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

12. FAILURE TO ENTER INTO CONTRACT

IB 12 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

13. SECURITY FOR PERFORMANCE

IB 13 is superseded by Check Sheet LRS 6 of the SSRBC and included herein.

14. TAX EXEMPTION

14.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. Our federal identification number will also be provided to the selected Bidder.

15. RESERVED RIGHTS

Add the following, thereby amending Check Sheet LRS 6 of the SSRBC.

15.1 The Village reserves the right to waive sections, irregularities, technicalities and informalities to this contract and to accept any Bid and to reject any and all Bids and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Bid, however, will not be waived.

16. CATALOGS AND SHOP DRAWINGS

16.1 Each Bidder shall submit catalogs, descriptive literature, and detailed drawings, where applicable, to fully illustrate and describe the work or material he proposes to furnish.

17. TRADE NAMES AND SUBSTITUTIONS

17.1 Certain materials and equipment are specified by a manufacturer or trade name to establish standards or quality and performance and not for the purpose of limiting competition. Products of other manufacturers may be substituted, if, in the opinion of the Village, they are equal to those specified in quality, performance, design, and suitability for intended use. If the Bidder proposes to furnish an "equal", the proposed "equal" item must be so indicated in the written bid. Where two or more items are specified, the selection among those specified is the Bidder's option, or he may submit his Bid on all such items. Detail specification sheets shall be provided by Bidder for all substituted items.

II. TERMS AND CONDITIONS

18. VILLAGE ORDINANCES

18.1 The successful bidder, now the Contractor, will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

19. USE OF VILLAGE'S NAME

19.1 The Contractor is specifically denied the right of using in any form or medium the name of the Village for public advertising unless the Village grants express permission.

20. HOURS OF WORK

20.1 The Contractor shall do no work between the hours of 7:00 p.m. and 7:00 a.m., nor on Saturdays, Sundays or legal holidays, unless otherwise approved in writing by the Village. However, such work may be performed at any time if necessary, for the proper care and protection of work already performed, or in case of an emergency. All after-hour work is still subject to the permission of the Village.

21. PERMITS AND LICENSES

21.1 The Contractor shall obtain all necessary permits and licenses required to complete the Work. The cost of acquisition of all necessary permits, bonds, insurance and services as specified herein shall be considered INCIDENTAL, and no additional compensation will be allowed the Contractor.

22. INSPECTION

22.1 The Village shall have a right to inspect, by its authorized representative, any material, components or workmanship as herein specified. Materials, components or workmanship that have been rejected by the Village as not in accordance with the terms of the contract specifications shall be replaced by the Contractor at no cost to the Village.

23. DELIVERIES

23.1 All proposals to the Village must be delivered F.O.B. Village of Downers Grove, Public Works Department, 5101 Walnut Avenue, Downers Grove, IL 60515.

24. SPECIAL HANDLING

24.1 Prior to delivery of any product that is caustic, corrosive, flammable or dangerous to handle, the Contractor will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Contractor shall also notify the Village and provide material safety data sheets for all substances used in connection with this contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

25. NONDISCRIMINATION

25.1 Contractor shall, as a party to a public contract:

25.1.1 Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

25.1.2 By submission of this Bid, the Contractor certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Bid.

25.1.3 It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Contractor shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000 et seq., The Human Rights Act of the State of Illinois, 68 ILL. Rev. Stat. Secs. 1-101 et seq., and The Americans With Disabilities Act, 42 U.S.C. Secs. 12101 et. seq.

26. SEXUAL HARASSMENT POLICY

26.1 The bidder, as a party to a public contract, shall have a written sexual harassment policy that:

26.1.1 Notes the illegality of sexual harassment;

26.1.2 Sets forth the State law definition of sexual harassment;

26.1.3 Describes sexual harassment utilizing examples;

26.1.4 Describes the bidder's internal complaint process including penalties;

26.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and

26.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

27. EQUAL EMPLOYMENT OPPORTUNITY

Add the following thereby amending Check Sheet LRS 11 of the SSRBC.

27.1 In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

28. DRUG FREE WORK PLACE

28.1 Bidder, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

28.1.1 Publishing a statement:
(1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
(2) Specifying the actions that will be taken against employees for violations of such prohibition.
(3) Notifying the employee that, as a condition of employment on such contact or grant, the employee will:
(A) abide by the terms of the statement; and
(B) 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.

28.1.2 Establishing a drug free awareness program to inform employee's about:
(1) the dangers of drug abuse in the workplace;
(2) the Village's or Contractor's policy of maintaining a drug free workplace;
(3) any available drug counseling, rehabilitation and employee assistance programs;
(4) the penalties that may be imposed upon employees for drug violations.

28.1.3 Providing a copy of the statement required by subparagraph 11.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

28.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of paragraph 11.1 above from an employee or otherwise receiving actual notice of such conviction.

28.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.

28.1.6 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.

28.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

29. SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

29.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act , 820 ILCS 265/1 *et seq* ,and further agrees that all of its subcontractors shall comply with such Act.. As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

30. PREVAILING WAGE ACT

Add the following thereby amending Check Sheet LRS 12 of the SSRBC.

30.1 The Contractor and each subcontractor shall preserve their weekly payroll records for a period of four (4) years from the date of completion of this project.

30.2 Since this is a contract for a public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed.

30.3 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

30.4 Because this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, any and all contractors and subcontractors must submit certified payroll records to the Village on a monthly basis. WITHOUT THIS PAPERWORK, NO INVOICE SHALL BE PAID BY THE VILLAGE. Contractors and subcontractors must also submit a statement affirming that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate, and that the contractor and subcontractor are aware that filing false records is a Class B misdemeanor. The records must include the name, address, telephone number, social security number, job classification, hours of work, hourly rate, and start and end time of work each day for every worker employed on the public work. The Village reserves the right to check the pay stubs of the workers on the job. The Village further cautions that payment for any services rendered pursuant to this contract may be predicated upon receipt of said records.

30.5 In the event that this is a construction project where Motor Fuel tax monies or state grant monies are used in the construction, maintenance and extension of municipal streets, traffic control signals, street lighting systems, storm sewers, pedestrian subways or overhead crossings, sidewalks and off-street parking facilities, and the like, the Village will require an Apprenticeship and Training Certification, attached after the Bidder's Certification.

30.6 Any bond furnished as security for performance shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq.

31. PATRIOT ACT COMPLIANCE

The bidder represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The bidder further represents and warrants to the Village that the bidder and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and

Blocked Person.

The bidder hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses(including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

32. INSURANCE REQUIREMENTS

32.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	$500,000	Statutory
Employers Liability	$1,000,000 $1,000,000 $1,000,000	Each Accident Disease Policy Limit Disease Each Employee
Comprehensive General Liability	$2,000,000 $2,000,000	Each Occurrence Aggregate ***(Applicable on a Per Project Basis)***
Commercial Automobile Liability	$1,000,000	Each Accident
Professional Errors & Omissions (pursuant to section.9 below)	$2,000,000 $2,000,000	Each Claim Annual Aggregate
Umbrella Liability	$ 5,000,000	

32.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

32.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.

32.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.

32.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, **or** by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.

32.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against Village by any Contractor of Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be ***Primary and Non-Contributory***.

32.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A- VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insured required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Agreement pursuant to its terms.

32.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

32.9 If the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than $2,000,000 per claim and $2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Owner or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

32.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured

retentions as respects the Village, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

33. INDEMNITY AND HOLD HARMLESS AGREEMENT

33.1 To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, strikes, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or form the reckless or willful misconduct of the Contractor, its employees, or its subcontractors.

33.2 The Contractor shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Contractor to indemnify the Village for its own negligence. The Contractor shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Contractor, its employees, or its Subcontractors.

34. SUBLETTING OF CONTRACT

34.1 No contract awarded by the Village shall be assigned or any part sub-contracted without the written consent of the Village. In no case shall such consent relieve the Contractor from his obligation or change the terms of the contract.

35. TERMINATION OF CONTRACT

35.1 The Village reserves the right to terminate the whole or any part of this contract, upon written notice to the Contractor, for any reason.

35.2 The Village further reserves the right to terminate the whole or any part of this contract, upon ten (10) days` written notice to the Awarded Bidder, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Village may also contact the issuer of the Performance Bond to complete the Work. The Contractor shall be liable for any excess costs for such similar supplies or services. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

36. BILLING AND PAYMENT PROCEDURES

36.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village's payment schedule.

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

36.2 The Village shall review each bill or invoice in a timely manner after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct it.

36.3 As this contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.

36.4 Please send all invoices to the attention of: Scott Barr, Village of Downers Grove, Dept of Public Works, 5101 Walnut Avenue, Downers Grove, IL 60515.

37. COMPLIANCE WITH OSHA STANDARDS

37.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

38. CERCLA INDEMNIFICATION

38.1 The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

38.2 If the Contractor encounters any waste material governed by the above Act, it shall immediately notify the Village and stop working in the area until the above requirements can be met.

39. COPYRIGHT or PATENT INFRINGEMENT

39.1 The Contractor agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Contractor that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

40. BUY AMERICA

40.1 The Contractor agrees to comply with 49 U.S.C.5323(j), the Federal Transportation Administration's (FTA) Buy America regulations at 49 C.F.R. Part 661, and any amendments thereto, and any implementing guidance issued by the FTA, with respect to this contract, when financed by Federal funds (through a grant agreement or cooperative agreement).

40.2 As a condition of responsiveness, the Contractor agrees to submit with its Bid submission, an executed Buy America Certificate, attached hereto.

41. CAMPAIGN DISCLOSURE

41.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

41.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

41.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

41.4 By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

42. GUARANTEE PERIOD

TC – 42 is hereby suspended in its entirety.

43. SUCCESSORS AND ASSIGNS

43.1 The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other. The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub-bidders.

44. WAIVER AND BREACH OF CONTRACT

44.1 The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

45. CHANGE ORDERS

45.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, all parties must agree to any change, addition or price increase in writing.

46. SEVERABILITY OF INVALID PROVISIONS

46.1 If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

47. GOVERNING LAW

47.1 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage for state cases or the Northern District of Illinois for federal cases.

48. NOTICE

48.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515

And to the Contractor as designated on the Contract Form.

49. AMENDMENT

49.1 This Agreement will not be subject to amendment unless made in writing and signed by all parties.

50. EMPLOYMENT OF ILLINOIS WORKERS

Contractor and any of its subcontractors shall comply with the provisions of the Employment of Illinois Workers on Public Works Act. 30 ILCS 570/0.01.

51. COOPERATION WITH FOIA COMPLIANCE

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

III. GENERAL PROVISIONS

1. STANDARD SPECIFICATIONS

1.1 The following standards shall govern the construction of the proposed improvements:

1.1.1 Standard Specifications for Water and Sewer Main Construction in Illinois, Fifth Edition, 1996 (the Water & Sewer Specs.); and

1.1.2 Standard Specifications for Road and Bridge Construction as adopted by the Illinois Department of Transportation, January 1, 2007; along with Supplemental Specifications and Recurring Special Provisions (collectively the "SSRBC") as adopted by the Illinois Department of Transportation, January 1, 2010; and

1.1.3 Water Distribution Specifications, Village of Downers Grove, Illinois revised March, 2006.

1.2 These Contract Documents shall take precedence whenever there are conflicts in the wording or statements made by the above specifications and these Contract Documents.

1.3 Unless otherwise referenced herein, Division I of the Water and Sewer Specs and Section 102 and Articles 104.02, 104.03, 104.07, 107.02, 107.27, 107.35, 108.10, 108.11, and 108.12 of the SSRBC are hereby suspended.

2. COOPERATION OF CONTRACTOR

2.1 The Contractor will be supplied with a minimum of 2 sets of approved plans and contract assemblies including Special Provisions, one set of which the Contractor shall keep available on the work site at all times. The Contractor shall give the work site constant attention necessary to facilitate the progress thereof, and shall cooperate with the Village in every way possible.

2.2 The Contractor shall have on the work site at all times, as the Contractor's agent, a competent English-speaking representative capable of reading and thoroughly understanding the Contract Documents, and thoroughly experienced in the type of work being performed. The representative shall also be capable of receiving instruction from the Village, and shall have full authority to promptly respond to such instruction. He shall be capable of supplying such materials, equipment, tools, labor and incidentals as may be required. The Contractor shall not replace him without prior written notification to the Village.

3. LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

3.1 Section 107 of the SSRBC shall govern the Contractor's legal regulations and responsibility to the public, with the following additions:

3.1.1 PROJECT SAFETY. Add the following to Article 107.28:

3.1.1.1 The Contractor shall conduct his work in such a manner as to provide an environment consistent with the safety, health and well being of those engaged in the completion of the work specified in this contract.

3.1.1.2 The Contractor shall comply with all State and Federal Safety Regulations as outlined in the latest revisions of the Federal Construction Safety Standards (Series 1926) and with applicable provisions regulations of the Occupation Safety and Health Administration and (OSHA) Standards of the Williams-Stelger Occupational Health Safety Act of 1970 (Revised). SPECIAL ATTENTION SHALL BE PAID TO COMPLIANCE WITH OSHA'S SUBPART P – EXCAVATIONS STANDARD.

3.1.1.3 The Contractor and Village shall each be responsible for their own respective agents and employees.

3.1.2 BACKING PRECAUTIONS. Pursuant to Sections 14-139(b) and 14-171.1 of the Downers Grove Municipal Code, any motor vehicle which has an obstructed view to the rear and is to be operated at any time in reverse gear on the public streets of the Village by the Contractor or any subcontractor shall either be equipped with a reverse signal alarm (backup alarm) audible above and distinguishable from the surrounding noise level, or shall provide an observer to signal that it is safe to back up.

3.1.3 OVERWEIGHT, OVERWIDTH AND OVERHEIGHT PERMITS. The Village has and supports an overweight truck enforcement program. Contractors are required to comply with weight requirements and safety requirements as established by Illinois Law or Village Ordinance, for vehicles, vehicle operators and specialty equipment. In some instances, specialty equipment for road repairs or construction projects requires the movement of overweight, overwidth, or overheight loads utilizing a Village roadway. Such movement will require obtaining a permit from the Village Police Department's Traffic Supervisor.

3.1.4 BARRICADES AND WARNING SIGNS. The Contractor shall provide the Village with a telephone number of a person or company who is available 24 hours per day, seven days per week, to erect additional barricades or signs. If the Village or his representative deems it necessary for the Public's safety to erect additional barricades or signs during normal working hours, the Contractor will furnish the necessary barricades or signs, and have them in place within 30 minutes. If, after normal working hours, the requested signs are not in place within three hours after the request is made, the Village reserves the right to have the barricades and signs erected. The cost of erecting the barricades and signs shall be deducted by the Village from any payments due the Contractor.

4. PROSECUTION AND PROGRESS

4.1 Section 108 of the SSRBC shall govern the prosecution and progress of the work, with the following additions:

4.1.1 Prior to commencing construction, a meeting will be held with the Contractor and the Village. Any questions concerning procedures, general conditions, special provisions, plans or specific items related to the project shall be answered and clarified. No Pre-Construction meeting shall be scheduled until submittals, performance bonds, and certificates of insurance are delivered to, and approved by, the Village.

4.1.2 Weekly progress meetings may be required by the Village. If required, the Contractor shall have a capable person, such as a site superintendent or project manager, attend such meetings and be prepared to report on the prosecution of the Work according to the progress schedule.

4.1.3 The Contractor shall not be allowed to claim lack of receipt where the Notice to Proceed was mailed by U.S. Postal Service certified mail to the business address listed in his Proposal. In the case where the Village does not receive evidence of receipt within ten (10) days of the date of Notice to Proceed, the Village may revoke the contract and find the Contractor in default.

5. MEASUREMENT AND PAYMENT

5.1 Section 109 of the SSRBC shall govern measurement and payment, with the following additions:

5.1.1 Modifies Article 109.07 - Partial payments will be made per Section 34 of Part II of this document (Billing and Payment Procedures.)

5.1.2 The Village will require that partial and final affidavits for all labor, materials and equipment used on the Project, be submitted with the partial and final payment requests. Such waivers shall indicate that charges for all labor, materials and equipment used on the project have been paid. Partial waivers from suppliers and subcontractors may be submitted after the first payment to the Contractor, and before the subsequent payment to that which they apply. However, partial waivers from the Contractor must accompany the invoice of the payment to which it applies. All final waivers, from all suppliers and subcontractors MUST accompany the Contractor's invoice upon submittal for final payment. A sworn statement by the Contractor shall accompany full waivers. Such requirement for full waivers is solely for the benefit of the Village and shall not be construed to benefit any other person. Partial payment for work done shall in no way imply acceptance of the work to that date.

6. GENERAL CONSTRUCTION REQUIREMENTS

6.1 The following general requirements are intended to govern the overall priority for the performance of the work described in this contract. As general requirements, they are not intended to dictate to the Contractor the precise method by which these tasks shall be performed.

6.2 All street openings made prior to November 15th shall be fully restored according to the applicable special provisions, and the street reopened to regular traffic upon the availability of hot-mix bituminous concrete. The Contractor shall assume the risk of restoration over those reaches of pipe installed but not yet pressure-tested for pipe integrity.

6.3 No more than three hundred linear feet (300 LF) of pavement may be open-cut and closed to use by the motoring public. Access to **all** individual drives within the current work zone must be restored at the end of each workday.

6.4 The Contractor shall maintain traffic flow on all streets during the day in accordance with the applicable special provision. Adequate signing and flagging is of particular importance for safe travel of all residents.

6.5 The Contractor shall conduct his operations to interfere as little as possible with Village employees or the public on or near the Work. All construction work specified under this contract shall be so engaged as to not impede normal traffic and pedestrian ways. Any barricading to detour traffic must receive prior written approval from the Engineer. Non-poured and/or non-finished concrete shall not be allowed to extend over a Saturday and Sunday period. All construction work shall be done such that; continuous access to schools or businesses is maintained, although it may be restricted to one lane with proper barricading .

Special consideration to hours and location of work near schools shall be made to allow for full and safe access during normal student arrival and departure schedules.

6.6 Access to residential property may be curtailed during the hours of 8:00 a.m. to 5:00 p.m. local time only when necessitated by work in progress immediately adjacent to driveways.

However, in all cases total access must be restored to all types of properties over weekends and legal holidays (5:00 p.m. local time Friday to 8:00 a.m. local time Monday, or until 8:00 a.m. local time the day following a legal holiday). For the purpose of this special provision the term "total access" shall be defined as the placement of compacted courses of aggregate or other material approved by the engineer to points not less three (3) feet beyond each side of driveways such that vehicular travel is maintained. The costs for supplying and placing materials and for maintaining total access shall be incidental to the contract unit prices.

6.7 All voids and open excavation remaining adjacent to newly constructed curb and gutter, sidewalks, driveways, etc., must be addressed in a timely manner. For that period prior to full parkway restoration or turf placement, the Contractor shall backfill and grade all disturbed areas in the parkway so as to insure the safety of the general public. Parkways shall be left in a safe, clean and usable condition conducive to foot traffic and to the satisfaction of the Village. The Contractor shall also work to keep disturbed areas in the parkway weed free.

7. CONSTRUCTION STAKING AND RECORD DRAWINGS

7.1 Section 5-7 of the Water and Sewer Specs shall be replaced in its entirety by the following:

7.2 The Contractor shall furnish and place all construction layout stakes for this project. Competent personnel with suitable equipment shall conduct this work, supervised by a licensed Illinois Land Surveyor. The Contractor shall be responsible for having the finished work conform substantially to the lines, grades, elevations and dimensions shown on the plans.

7.3 The Contractor shall provide adequate control points to construct the individual Project elements, and shall provide the Engineer with adequate control in close proximity to check the compliance of the elements constructed.

7.4 The Contractor shall record all field notes in standard survey field notebooks and those books shall become the property of the Owner at the completion of the Project. All notes shall be neat, orderly and in an accepted format.

7.5 Prior to final payment, the Contractor shall provide the Owner with record drawings showing the lines, grades, elevations and dimensions of all work constructed. The Contractor shall also provide digital

files listing all constructed manholes, catch basins, inlets, vaults, and any other structures and/or critical items defined by the Engineer as part of the project. The digital files shall list the items above as points with supplemental data as shown below in the Stormwater and Watermain GPS Code Lists.

Watermain GPS Code List

Field Name	Description	Entry
ValveID	Short Unique ID (1,2,3..)	
Notes	special notes	
GISlocQlty	Location quality of valve point	good, fair, poor, hand
StructID	Unique ID, if applicable	
CollType	How was point collected?	HQGPS, locates, hand
CollSource	Who collected point?	
Owner	Who owns valve?	VDG, private, other
Structure	What type of valve is it?	main line, interconnect, fire protection, domestic

Stormwater GPS Code List

Field Name	Description	Entry
Lid_Type	frame and grate type	solid, open, b-hive, rollback, square, guard, other, none
Structure		inlet, manhole, catch basin, endsection, culvert, bridge, blind tap, other, none
Inverts (no inverts = 0)	# of inverts	
Strct_Dept (ft)	structure depth	
Invert_Dep (ft)	invert depths, starting at north position going clockwise	
Invert_Siz (in)	invert sizes, starting at north position going clockwise	
Invert_Mat	invert material starting at north position going clockwise	RCP, CMP, PVC, clay, ductile iron, plastic, other, none
Flow_Angle		90 degrees, 135 degrees, straight through, 1 hole, junction, other, none
Flow_Direc		north, south, east, west, NE, NW, SE, SW, divide
Strct_Matr	structure material	cast, block, brick, unknown, other, none, clay
Condition	structure condition	new, good, repair, replace, clean, unknown
Point_Loca	location of shot taken on rim	Center, Rim, Centr StSide, Invert, Top Pipe, Top Center Wall, Nrim, Srim, Erim, Wrim, Hand Marked, Flow Line
Comment1	special comments	
Comment2	special comments cont'd	
CollType	How point was collected	HQGPS, locates, hand
CollSource	Who collected point?	
Outfall	is the structure an outfall?	yes, no

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

CONSTRUCTION STAKING AND RECORD DRAWINGS,

which price shall be payment in full for the work as specified herein.

8. PRECONSTRUCTION VIDEOTAPING

8.1 This work shall consist of furnishing all materials and labor required to perform a videotape survey of the construction limits, adjacent right-of-way, and adjacent structures bordering the work. This shall include, but not be limited to, existing buildings, garages, pavements, curb and gutter, sidewalks, fences, trees and landscaping. Two (2) copies of the videotape shall be furnished to the Owner in DVD format. Videotaping shall be performed by a reputable company meeting the approval of the Owner, in the presence of a representative of the Owner, and shall be performed prior to the commencement of construction. The videotape survey shall serve as a basis for establishing damage that has occurred as a result of construction operations.

Basis of Payment: This work will be paid for at the contract **LUMP SUM** price for:

PRECONSTRUCTION VIDEOTAPING,

which price shall be payment in full for the work as specified herein.

9. ACCESS AND WATER SHUT-OFF NOTIFICATION

9.1 If access to a driveway will be blocked, or water will be turned off, the Contractor shall give that resident or business proper written notification at least 24 hours in advance. The Contractor must provide them the opportunity to remove their cars from the drive or make other arrangements, and prepare for any shutdown of the water system. Samples of written notices shall be submitted to the Engineer for approval.

9.2 In addition, the Contractor shall be responsible for notifying the resident or business verbally on the morning of any driveway closure, to ensure awareness of the lack of access.

Basis of Payment: This work shall be considered included in the cost of to the project.

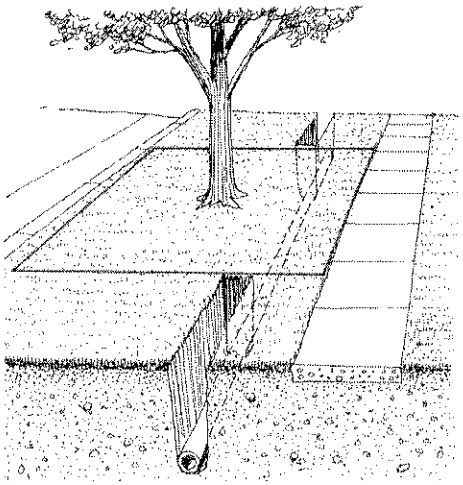
10. TREE PROTECTION

10.1 Municipal Codes regarding trees, including tree protection requirements for public parkway trees, are located in Chapter 24 of the Downers Grove Municipal Code. Specifically, Municipal Codes 24-7 and 24-8 detail the public parkway tree protection sizes and fines for violations. The Village Forester shall approve all tree protection measures and any deviations. All tree protection measures and any deviations shall be noted in the contract specifications and on approved project plan sheets and permits using the guidelines listed below.

10.2 Tree protection shall include avoiding damage to the above ground tree branches and trunk, and the below ground root system and surrounding soil. Tree crowns and trunks shall not suffer any branch or bark loss. Roots shall be protected from compaction, storage of materials, severing, regrading of the parkway or excavation unless specifically noted on the project plan sheets.

10.3 The Critical Root Zone, or CRZ, is the area immediately surrounding a tree that must be protected from damage. In a municipal parkway setting with utilities and paved or concrete surfaces, the size of the CRZ has been adjusted to form a rectangle around the parkway tree trunk with minimum dimensions listed in the following table. The depth of the CRZ extends to 4 feet below the natural ground surface level.

Parkway Tree diameter at 4.5'	Width street to property (min. curb to sidewalk)	Length along street street(minimum)	Depth
0 – 12.0 inches	10.0 feet	10 feet	4 feet
12.1 – 24.0 inches	10.0 feet	20 feet	4 feet
24.1 or more inches	10.0 feet	30 feet	4 feet



10.4 For projects that involve excavations of less than one (1) foot in depth in the parkway or street and are replacing structures in the same location, fencing of the public parkway trees shall not be required. Example projects include, but are not limited to, street pavement resurfacing, curb removal/replacement, driveway removal/replacement, or sidewalk removal/repairs or new sidewalk installations. Contractors shall be mindful of the CRZ dimensions and potential for fines if any parkway trees suffer any unauthorized damage as determined by the Village Forester.

10.5 For projects that involve excavations of two (2) or more feet in depth in the parkway or street or both, fencing of the public parkway trees shall be required. Example projects include, but are not limited to, watermain replacements with new roundway keystops and domestic service box installations, sanitary line replacements and new service connections, new or replacement natural gas services, new or replacement phone or fiber optic lines, or new or replacement storm sewers, or projects that widen roads which in turn decreases the parkway soil volume around public parkway trees.

10.6 Projects that require fencing (listed above) shall fence the public parkway trees with six (6) foot high chain link construction fence secured to metal posts driven in the ground which are spaced no further than ten (10) feet apart. The dimensions of the fence shall depend on the tree diameter size and shall follow the table listed for the CRZ above, or as large as practical dependent on driveways and other field conditions. The fenced rectangle shall have three (3) sides with the opening facing the adjacent residences for easy access for mowing or tree care. Under no circumstances shall any items be stored within the fence. All fence shall be maintained daily in an upright good condition. The size and location of all fencing shall be shown on the project plan sheets.

10.7 To avoid damage to the CRZ, utilities must be augered underneath the public parkway trees. Excavation pits for augering equipment are to be outside the fenced area and are to be shown on the project plan sheets. Excavation pits for roundway keystops and domestic service boxes are to be as small as practical with excavation occurring in a direction away from the adjacent public parkway tree.

10.8 In cases when severing of roots within a portion of the CRZ may be unavoidable (ex. sidewalk installation, curb replacement, water or sanitary service replacement), subject to the approval of the Village Forester, sharp clean cuts shall be made on root ends to promote wound closure and root regeneration. Root pruning and excavation activities shall occur such that the smallest volume of soil and roots is disturbed, and the locations shall be shown on the project plan sheets.

10.9 In addition to fines and citations that may be assessed for violations of any Chapter 24 of the Municipal Code (such as not maintaining fencing around the CRZ or unauthorized removal of protected trees), the contractor may be subject to the following provisions:

- issuance of an invoice for the value or partial value of the tree lost due to damage to either the above ground or below ground portions of the parkway tree, or unauthorized tree removal.
- costs of repairs, such as pruning or cabling, or costs for removal of the damaged parkway tree along with the stump if the tree cannot remain in the right-of-way.
- fines of $500 for the 1st offense; $1,000 for the 2nd offense; $2,500 for the 3rd and subsequent offenses.
- each day during which a violation continues shall be construed as a separate and distinct offense.

10.10 The value or partial value of the tree lost shall be determined by the Village Forester using the most current edition of the Guide for Plant Appraisal (prepared by the Council of Tree & Landscape Appraisers and the International Society of Arboriculture) and the most current edition of the Species Ratings & Appraisal Factors for Illinois (prepared by the Illinois Arborist Association). The total cost determined for the damage shall be deducted from the payments made to the Contractor for the project. Should the Village hire another Contractor or tree service to complete pruning work, these costs shall also be deducted from the payments made to the Contractor.

Method of Measurement: This work will be measured for payment at the contract unit price per linear foot of fencing as specified. Only those trees meeting the guidelines and are properly fenced per the specifications shall be counted for payment. All other work as specified herein shall be considered incidental and will not be paid for separately.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for:

TREE PROTECTION,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

11. EROSION, SEDIMENTATION AND DUST CONTROL

11.1 Throughout each and every phase of the project, all downstream ditches and storm sewers shall be protected from the run-off of roadway surfaces, excavations, and other construction activities generating the movement of dirt, mud, dust and debris. This work shall consist of constructing temporary erosion and sedimentation control systems as shown on the plans or as directed by the Engineer. The work shall be placed by methods and with materials in accordance with Sections 280, 1080 and 1081 of the SSRBC, except as amended herein.

11.2 All roadway surfaces shall be kept free of dirt, mud, dust and debris of any kind at all times through all phases of the project. All downstream ditches shall be protected from erosion and sedimentation by the installation of straw bale and/or silt fence ditch checks. Piles of excavated material and/or trench backfill material, allowed to be in place in excess of three days, shall be protected against erosion and sedimentation runoff by use of straw bales. Storm sewer inlet structures or manholes shall be protected by temporary placement of geotextile fabric, straw bales, or solid lids, as authorized in the field by the Engineer.

Dirt, mud, dust and debris of any kind shall be removed from the roadway surface to the satisfaction of the Engineer by any one or combination of the following: approved mechanical sweeping equipment, manual labor, or other approved techniques.

11.3 Erosion and sedimentation control measures as indicated in the Erosion Control Plan, or as directed by the Engineer shall be installed on the project site prior to beginning any construction activities which will potentially create conditions subject to erosion. Erosion control devices shall be in place and approved by the Engineer as to proper placement and installation prior to beginning other work. Erosion control protection for Contractor equipment storage sites, plant sites, and other sites shall be installed by the Contractor and approved by the Engineer prior to beginning construction activities at each site.

DEFICIENCY CHARGE:

The Village reserves the right to apply deficiency deductions per the applicable portions of Article 105.03 and the included BDE 80180 National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

EROSION, SEDIMENTATION AND DUST CONTROL

11.4 **Silt Fence** Placement, maintenance, and removal of silt fence at areas designated by the Engineer. The work shall be placed by methods and materials in accordance with Sections 280 and 1080 of the SSRBC, except as amended herein.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for:

PERIMETER EROSION BARRIER,

which price shall be payment in full for the work as specified herein, except tree removal as defined by the standard specifications, which will be paid for separately.

12. TRAFFIC CONTROL & PROTECTION

12.1 This item shall include the furnishing, installing, maintaining, relocating and removing of all traffic control devices and personnel used for the purpose of regulating, warning, or directing traffic during the construction of this project. Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Article 107.14 and Section 701 of the Standard Specifications and included Highway Standards. All traffic control devices used on this project shall conform to the Standard Specifications for Traffic Control Devices and the Illinois Manual on Uniform Traffic Control Devices.

12.2 No waiving of these requirements will be allowed without prior written approval of the Engineer.

12.3 The Contractor shall protect all workers engaged in the project, and shall provide for safe and convenient public travel by providing adequate traffic control under all circumstances. Such circumstances may include, but not be limited to work performed along the route under construction, road closures for construction operations of any type, or when any section of the road is opened to traffic prior to completion of all work. The Contractor shall ensure that work zone in question is properly signed, barricaded and otherwise marked.

12.4 The contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices during the period of construction. All open excavations shall be protected by Type I barricades equipped with working bi-directional flashing lights at each end of the excavation, as well as at 50-foot intervals between ends for excavations greater than 50 feet in length and weighted down by **one sandbag per each barricade**. All street closures shall be protected by Type III barricades equipped with working bi-directional flashing lights and weighted down by **eight sandbags per each barricade**.

12.5 The Contractor shall plan his work so that there will be no open excavations during non-working hours and that all barricades not necessary have been removed from the pavement during non-working hours.

12.6 In the event that one direction of vehicular travel must be closed, the Contractor has the option of setting up a detour route or using flaggers (minimum of two) to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and lane closures, and shall issue written authorization prior to closure.

In the event that both directions of vehicular travel must be closed, the Contractor shall set up a detour route to direct traffic around the work area. The Engineer shall approve proper signing and barricading of the detour route and shall issue written authorization prior to closure.

12.7 The Contractor shall maintain his operations in a manner such that traffic flow shall not be substantially impeded during the construction of the proposed improvements. Where traffic must cross open trenches during a given work day, the Contractor shall provide steel plates at street intersections and driveways. Prior to the end of a given work day, the pavement surface shall be temporarily restored.

No open excavation may be left overnight or on the weekend without the express written permission of the Engineer.

12.8 No street closure shall be permitted without the express written permission of the Engineer. No street closure may exceed 800 linear feet, nor be in effect from Friday night at 4:30PM to Monday morning at 9:00AM. Where it is necessary to establish a temporary detour, all the requirements of the Standard Specifications and MUTCD shall be met.

12.9 As the condition and location of the work changes, the Contractor shall maintain all traffic control devices and personnel engaged in traffic control, in a manner that will accommodate the changing particulars of the work at any given time. Advance warnings, detour and directional information and other controls or directions necessary for safe passage of traffic around the work site shall be reviewed and changed, if necessary, to meet the needs of the situation. Signage erected, but not necessary or proper for the situation ahead shall be covered or taken down. Barricading and signage shall be monitored by the Contractor on a daily basis to ensure that it meets the requirements for work zone safety for the conditions of the particular work being performed.

12.10.1 The Contractor shall provide a name and phone number of a responsible party capable of providing emergency service, 24 hours per day, for the duration of the Project.

DEFICIENCY CHARGE:

The primary concern of the Village is to maintain a safe travel way for the public and a safe environment for the work in the construction zone. The Contractor is expected to comply with the Standard Specifications, contract plans, the Special Provisions and directions from the Engineer concerning traffic control and protection. The Contractor shall provide a telephone number where a responsible individual can be contacted on a 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection. The Contractor shall immediately respond correcting traffic control deficiencies by dispatching workers, materials and equipment to correct such deficiencies.

Failure to comply with directions from the Engineer for corrections or modifications to the traffic control and protection will result in a deduction of either $1,000 or 0.05 percent of the awarded contract value, whichever is greater, in accordance with Article 105.03. This charge is separate from the cost of any corrective work ordered. The contractor shall not be relieved of any contractual responsibilities by the Village's actions.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** price for:

TRAFFIC CONTROL & PROTECTION

which price shall be payment in full for the installation and maintenance of proper traffic control to protect the work and public for the duration of the Project.

IV. SPECIAL PROVISIONS

The following Special Provisions shall modify, supercede, or supplement the Standard Specifications referred to in Section III - General Provisions.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *supplemented* by any of the following paragraphs, the provisions of such section, subsection, paragraph, or subparagraph shall remain in effect. The Special Provisions shall govern in addition to the particular Standard Specification so supplemented, and not in lieu thereof.

Where any section, subsection, paragraph, or subparagraph of the Standard Specifications is *amended, voided, or superceded* by any of the following paragraphs, any provision of such section, subsection, paragraph, or subparagraph standing unaffected, shall remain in effect. The Special Provisions shall govern in lieu of any particular provision of the Standard Specification so amended, voided, or superceded, and not in addition to the portion changed.

SP-1 WATER MAIN (SIZE SPECIFIED)

Description: Water main pipe materials shall meet all of the requirements of the following standards:

Ductile Iron Pipe (DIP) - ANSI/AWWA - C151/A21.51,
ANSI Class 52
Cement Lined ANSI/AWWA - C104/A21.4

The coupling of these water main pipes shall meet the requirements of the following standards:

Ductile Iron Pipe (DIP) - Compression (push-on) rubber gasket
joints in accordance with ANSI/AWWA C111/A21.11.

Unless otherwise shown on plans or directed by the Engineer, all ductile iron water main pipes shall be installed without granular or concrete cradles. Although bell holes may not be required, the trench bottom shall be excavated and shaped such that the pipe is uniformly supported over its entire length.

The pipe shall be installed so that the entire length of pipe shall have full bearing. No blocking shall be used to adjust the pipe to grade except in conjunction with concrete thrust blocking or encasements.

Laying of water main pipe shall be accomplished to line and grade in the trench only after it has been completely de-watered and the bedding is free of mud, loose silt, or gravel. All foreign material shall be kept out of the pipe.

All pipe laid shall be retained in position such to maintain joint closure, alignment, and grade until sufficient backfill has been completed to adequately hold the pipe in place.

At the end of each work day, the end of installed water main pipe shall be protected and the excavation backfilled. No excavation or trench shall be left open overnight. The following specific items shall be considered incidental to water main pipe installation and their costs shall be considered incidental to the contract unit price for water main pipe:

1. Removal of all surplus trench excavation from site;

2. Excavation for and placement of granular bedding and encasement material when shown on the plans and/or ordered by the Engineer;

3. Support of trenches, including any necessary bracing or shoring;

4. De-watering of trenches or any excavation; and

5. Adjustment to horizontal and vertical alignment due to utility conflicts.

Basis of Payment: This work will be paid for at the contract unit price per **LINEAR FOOT** for

WATER MAIN PIPE (SIZE SPECIFIED),

Unit prices shall include all labor, material, and equipment necessary for excavation, bedding, installing and coupling the water main pipe and all incidental work specified herein, except that **TRENCH BACKFILL** used as Final Backfill as defined by the Standard Specifications, will be paid for separately.

SP-2 POLYETHYLENE ENCASEMENT

Description: This work shall consist of encasing the entire length of water main to be installed under this contract. All new ductile iron water mains shall be encased in a polyethylene tube, according to the materials and methods outlined in ANSI/AWWA C105/A21.5-93.

Method A shall be utilized in placing the encasement material. High-density, cross-laminated polyethylene film conforming to ASTM D1248-89 shall be used.

Basis of Payment: Polyethylene Encasement shall be considered included in the cost of Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-3 WATER MAIN FITTINGS

Description: Fittings shall be cast iron or ductile iron conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. The joints shall be either mechanical or push-on conforming to ANSI/AWWA-C111/A21.11 for rubber-gasket joints.

All nuts and bolts used for jointing of sections, including valves and hydrants, shall be stainless steel, Grade 304 bolts, and Grade 316 nuts.

All mechanical thrust restraints installed shall be "Meg-A-Lug" or "Meg-A-Lug"-type restraint systems. (Solid Precast Concrete thrust blocks may be placed in addition to mechanical thrust restraints in select locations as described elsewhere in these provisions).

Cast iron fittings or ductile iron shall be measured for payment by the pound. The weight of each fitting shall be determined by the weight shown for Mechanical Joint Ductile Iron fittings in AWWA Standard C110. Stainless steel accessories shall be incidental to the cost of the fittings and their weight shall not be added to the weight of the body casting. In locations where the contractor chooses to use compact ductile iron fittings, he will be paid the poundage of the equivalent mechanical joint ductile iron fittings.

Basis of Payment: Water Main Fittings shall be considered included in the cost of Ductile Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-4 VALVES

Description: Water main valves shall meet all of the requirements of the following standards as reissued and published on or before the date of this contract:

Rubber-Seated Butterfly Valves - AWWA C504
Resilient-Seated Gate Valves - AWWA C509
Resilient-Seated Gate Valves for Pressure - AWWA 6500
Side Tapping or Pressure Insertion - AWWA C509

All valves shall have the name, monogram, or initials of the manufacturer cast thereon. The Contractor shall submit to the Engineer the Manufacturer's specifications for the valves he intends to use on this project. All valves shall contain factory installed Grade 316 stainless steel nuts and Grade 304 bolts. All valves shall be furnished with mechanical joints conforming to ANSI/ANWA- C111/A21.11.

Valves for water mains twelve inches in diameter or larger shall be Resilient-Seated gate valves and installed in a six foot diameter Type A vault with a standard cone section. Valves for water main ten inches in diameter or less shall be Resilient-Seated gate valves and installed in a five foot diameter Type A vault with a standard cone section.

Pressure side-tapping Resilient-Seated gate valves shall be installed in a Type A vault with an offset cone section unless otherwise noted. A six foot diameter vault shall be

used for tapping mains ten inches in diameter or larger, five foot diameter vault when tapping mains eight inches in diameter or less. Pressure insertion Resilient-Seated gate valves shall be installed in a Type A vault with a standard cone, four foot in diameter for mains eight inches in diameter or less, five foot diameter vault for mains ten inches in diameter or larger.

All vaults shall be equipped with a Type 1 frame and lid with the word "WATER" cast in the lid. The pick holes shall be of the large size per IDOT Standard 604001. All lift holes and holes around the water main shall be completely sealed with mortar inside and out. All joints between vault sections and between adjustment rings shall be completely sealed with mastic only, as directed by the Engineer.

Gate Valves, 3" diameter or larger, used to reconnect 3" or larger water services shall be paid for as valves, and not as water service reconnection devices

Basis of Payment: This work will be paid for at the contract unit price **EACH** for:

RESILIENT-SEATED GATE VALVE (SIZE SPECIFIED) IN (SIZE SPECIFIED) VAULT,

which price shall include all excavation, bedding, backfill, blocking, and tapping sleeve or anchor clamps where applicable. Restoration, where **TRENCH BACKFILL** is used in lieu of excavated materials, pavement replacement, and parkway restoration will be paid for separately.

SP-5 CONNECTION TO EXISTING WATER MAIN

Description: The Village of Downers Grove Water Division personnel shall turn off existing Village valves necessary to perform cut-in connections. Cut-in connections shall be performed only after pressure testing, leakage testing and disinfecting of the new water main has been performed and accepted by the Village. Cut-in connections will be performed under the supervision of Water Division personnel.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

CONNECTION TO EXISTING WATER MAIN, (NON PRESSURE) (SIZE),

which price shall include all labor, materials, and equipment necessary to do the work.

SP-6 THRUST RESTRAINT

Description: Formed concrete thrust restraints may be required at fire hydrants, plugs, caps, and tees in addition to the wedge action retainer glands at fittings, upon the specific direction of the Engineer. 4000 PSI Portland cement concrete shall be used. The use of wood blocking, concrete blocks, stakes or clamps will not be allowed.

Basis of Payment: Thrust restraints shall be considered included in the cost of Ductile

Iron Water Main Pipe installation, and no additional compensation will be allowed the Contractor.

SP-7 STEEL CASINGS, 16" DIAMETER

Description: This work shall consist of the auguring or open cut of casing pipe as specified and the installation of water main pipe through it. Water main pipe materials and installation shall comply with all requirements of the DUCTILE IRON WATER MAIN, 8" special provisions of this document.

The casing pipe shall be a new welded steel pipe, capable of withstanding a minimum force of 35,000 PSI, and shall meet the requirements of ASTM-139, Grade B. The following table shall determine the diameter size and wall thickness of the casing pipe:

CASING PIPE

Diameter Size of Water main Pipe	Diameter Size of Casing Pipe	Minimum Wall Thickness
6"	12"	0.250"
8"	16"	0.282"
12"	20"	0.344"

The auger length shall be as shown on the plans, or as directed by the Engineer in the field, and/or shall conform to the following IEPA standards:

a) Where the horizontal separation between the water main and any storm or sanitary sewer is less than ten feet and the bottom of the water main is less than eighteen inches above the top of the sewer; or

b) Where the water main crosses less than eighteen inches above or any distance below a sewer.

For condition (a), the casing pipe shall extend the entire length of the above described proximity and for condition (b), the casing shall be installed for a distance of no less than ten feet to either side of the sewer. For the purpose of this special provision, open-ended ditch culverts shall not be considered a sewer.

The auguring of the casing pipe shall be a continuous operation. All joints in the casing shall be welded. Care shall be exercised when auguring to prevent the loss of soil which will create voids outside of the casing.

Power sealer #4810 casing spacers or approved equal shall be used when installing the water main within the casing pipe. Skids shall be securely banded to the water main at frequent intervals such that the pipe is uniformly supported within the casing. Prior to backfilling, the ends of the casing pipe shall be sealed with brick and mortar.

The auger pit shall be large enough to accommodate all equipment; however, this pit shall not be larger than twice the allowable trench width by twice the casing pipe length. The pit shall be protected at all times such that safe working conditions are assured and no hazard is presented to motorists or pedestrians.

Basis of Payment: The work shall be paid for at the contract unit price per **LINEAR FOOT** for:

16" STEEL CASING PIPE,

which shall include all labor, materials, and necessary equipment to complete the work in place.

SP-8 ABANDONMENT OF EXISTING WATER MAIN

Description: After final inspection of the new main, and upon notice from the Engineer, the Contractor shall abandon in-place, the existing water main system that has been replaced by the work performed in this contract.

The exposed ends of all disconnected water main pipes shall be plugged with either a minimum of six inches of concrete, eight inches of brick and mortar, or mechanically capped where specified. The Representative of the Water Department shall witness the abandonment.

Abandoned valves shall be closed and the respective valve boxes broken down to a minimum of three feet below grade. Valve vaults shall be broken down to a minimum of three feet below grade, backfilled and compacted to grade. Any valve deemed salvageable by the Engineer shall be removed and transported to the Village's Public Works Building. Water main stubs shall then be plugged or capped in the manner described above.

Basis of Payment: This work shall be paid for at the contract **LUMP SUM** for

ABANDONMENT OF EXISTING WATER MAIN,

which price shall include all costs for exposing, cutting and plugging of main, removal of valves and filling of vault. Pavement restoration, parkway restoration, and fire hydrant removal shall be paid for separately.

SP-9 PRESSURE TESTING

Description: Upon completion of the proposed water main and prior to the connection of all service lines, the water main shall be subjected to a hydrostatic pressure of 150 PSI gauged, based on the elevation of the lowest point in the line or section under test. The test shall be corrected to the elevation of the test gauge for both pressure and leakage for a period of not less than two (2) hours. Any cracked or defective pipefitting, valves, hydrants found shall be removed and replaced with satisfactory materials and the test repeated until test results are satisfactory. Joints showing visible leaks shall be made

watertight. The Engineer or his representative shall witness the pressure test. Allowable leakage shall be as follows:

MAIN SIZE	ALLOWABLE LEAKAGE
12"	1.10 gal. /hr./1000 ft. of water main
10"	0.92 gal. /hr./1000 ft. of water main
8"	0.74 gal. /hr./1000 ft. of water main
6"	0.55 gal. /hr./1000 ft. of water main

Basis of Payment: This work is considered included in the cost of the installation of the water main pipe, and no additional compensation will be given for any required re-testing.

SP-10 CHLORINATION

Description: Upon completion of all water mains and after the results of the hydrostatic test are satisfactory, but prior to the connection of all service lines, the water main shall be thoroughly flushed and chlorinated. The liquid-chlorine-gas-mixture method of procedure shall be as follows:

A.) Prior to chlorinating, all dirt and foreign material shall be removed from the main, or any valved section, by a thorough flushing through the hydrants, or by other approved methods.

B.) A chlorine gas-water mixture shall be applied by means of a solution-feed chlorinating device, or if approved by the Engineer, the gas shall be fed directly from a chlorine cylinder equipped for diffusion of the gas within the pipes.

C.) The preferable point of application of the chlorinating agent shall be through a corporation stop inserted near the horizontal axis of the pipe at the beginning of the pipe line extension of any valve section to be placed in service. The water injector for delivering the gas-water mixture into the pipe shall be supplied by a tap on the pressure side of a valve controlling the flow into the pipe to be chlorinated.

D.) Water from the pressure side of the valve or other source of supply shall be controlled to flow very slowly into the newly laid pipeline during the application of chlorine. The rate of chlorine gas-water mixture flow shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the newly laid pipe shall have a chlorine residual of not less than 50 PPM. It shall be left in contact with the main for at least twenty-four (24) hours with a 25-PPM chlorine residual remaining after the contact period.

E.) Following the chlorinating, all treated water shall be thoroughly flushed from the new section of main. Samples shall be collected for bacteriological analysis on two (2) successive days, under the supervision of the Water Division Representative. All samples shall be taken from various points on the new portion of the system, from a copper whip tapped into the new section of water main. The samples taken shall be given to the Water Division Representative for testing. The new section of main shall not be placed into service until the Water Division grants approval.

F.) A representative of the Water Division shall witness chlorinating of the water main.

Basis of Payment: This work is considered included in the cost of the installation of the water main pipe, and no additional compensation will be given for repeating any part of the chlorinating procedure, should the residual level of chlorine fail to meet the requirements.

SP-11 WATER SYSTEM SHUTDOWN

Description: All existing valves shall be turned and operated by the Village's Water Division Personnel. When the Contractor desires the shutdown of an existing water main for the purpose of connection or abandonment, he shall give the Water Division and Engineer at least 24 hours notice. The Water Division will advise the Contractor of their availability and then schedule the work. (630.434.5460)

SP-12 DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

Description: This item will consist of completing all work to adjust and/or reconstruct the existing drainage or utility structures as indicated on the plans and as directed by the Village. All work must be in accordance with the applicable requirements of Section 602 of the Standard Specifications and the Detail Construction Standards, except as herein modified.

The adjustment of privately owned utility structures is not a part of this Contract, and will be done by their respective owners. The contractor shall be responsible for coordinating the adjustment of the privately owned utilities.

Basis of Payment: This work will be paid for at the contract unit price **EACH** for

DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED,

which price shall include all labor, materials, and equipment necessary to do the work.

SP-13 SAWING PAVEMENT (FULL DEPTH)

Description: This item consists of saw cutting the existing pavement at locations shown on the plans, or as directed by the Village, in accordance with Section 440 of the Standard Specifications, except as herein modified.

The Contractor is to cut the joint between the portion of the existing pavement to be removed and that to be left in place with a concrete sawing machine to prevent the concrete from spalling when the pavement is broken out. This work is to be done in such a manner that a straight and perpendicular joint will be secured.

It is the Contractor's responsibility to determine the thickness of the existing pavement and whether or not it contains reinforcement.

Basis of Payment: This work will be paid for at the contract unit price **FOOT** for

SAWING PAVEMENT (FULL DEPTH),

which price shall include all labor, materials, and equipment necessary to do the work. No additional compensation will be allowed for sawing reinforcement.

SP-14 MEDIAN SURFACE REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of all existing median surface at locations shown in the plans or determined by the Engineer. All work shall be in accordance with Section 440 of the Standard Specifications.

It is the Contractor's responsibility to determine the thickness of the existing median surface and whether or not it contains reinforcement.

Method of Measurement: Median surface removal shall be measured for payment per square foot of median removed.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE FOOT** for

MEDIAN SURFACE REMOVAL,

and no additional compensation will be allowed.

SP-15 CONCRETE RETAINING WALL REMOVAL

Description: This work shall consist of the complete removal and disposal of the existing concrete retaining wall, and foundation if required, on the north side of Burlington Avenue as shown on the plans or as designated by the Engineer. The work shall also conform to the applicable portions of Section 501of the Standard Specifications and as directed by the Engineer. This work shall include any incidental grading required to provide a suitable slope for placing embankment at locations of retaining wall removal.

It shall be the responsibility of the Contractor to determine the thickness of the retaining wall to be removed and the extent to which it is reinforced. No additional compensation will be allowed because of variations in thicknesses and of concrete and the amount of reinforcement. The Contractor shall notify the Engineer upon completion of the retaining wall removal, which will require backfill prior to any backfill activity. The Engineer must approve the method of backfill and compaction.

The Contractor shall use caution when removing items that will cause displacement of underlying and adjacent soils. Existing utilities that are still located in the ground must be protected during retaining wall removal. For CONCRETE RETAINING WALL REMOVAL, the Contractor shall use methods to minimize disturbance of the soil beneath and adjacent to the concrete. Any damage to existing utilities by the Contractor shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

Method of Measurement: This work shall be measured in feet along the horizontal length of CONCRETE RETAINING WALL removal.

Basis of Payment: This work will be paid for at the contract unit price per **FOOT** for

CONCRETE RETAINING WALL REMOVAL,

which price shall be payment in full for all labor and material necessary to complete the work as herein specified.

SP-16 VALVE VAULTS TO BE REMOVED

Description: This work shall be in accordance with Section 602 of the Standard Specifications, the Standard Specification for Water and Sewer Main Construction in Illinois, the Village of Downers Grove Standards or as directed by the Engineer.

At Locations noted on the plans or as otherwise indicated by the Engineer, existing water valve vaults shall be removed following the abandonment of existing valves and water main segments denoted on the plans. Items deem salvageable by the Downers Grove Department of Public Works shall be delivered to the Village of Downers Grove Public Works Garage.

Method of Measurement: Valve Vaults To Be Removed shall be measured for payment as each.

Basis of Payment: Payment shall be made at the contract unit price per **EACH** for

VALVE VAULTS TO BE REMOVED,

including the excavation, removal and disposal of all component parts, delivery of appurtenant items to the Village of Downers Grove Public Works garage and all other materials and work necessary to complete the removal consistent with the Standard Specifications.

SP-17 REMOVE SIGN COMPLETE

Description: This item shall consist of removing sign panels and sign panel assemblies with their supports. All work shall be in accordance with the applicable portions of Section 724 of the Standard Specifications and as directed by the Engineer.

Method of Measurement: Remove sign complete will be measured for payment as each whether the sign is a single sign panel or a sign panel assembly.

Basis of Payment: The work under this item will be paid for at the contract unit price per **EACH** for

REMOVE SIGN COMPLETE,

as indicated on the plans, as directed by the Village and as specified herein.

BIDDER'S CERTIFICATION (page 1 of 3)

With regard to Burlington Ave/Maple Ave (Name of Project), bidder Landmark Contractors, Inc. (Name of Bidder) hereby certifies the following:

1. Bidder is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);

2. Bidder certifies that it has a written sexual harassment policy in place and full compliance with 775 ILCS §12-105(A)(4);

3. Bidder certifies that not less than the prevailing rate of wages as determined by the Village of Downers Grove, DuPage County or the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work for the Village of Downers Grove. All bonds shall include a provision as will guarantee the faithful performance of such prevailing wage clause. Bidder agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, for all work completed. Bidder agrees to pay the prevailing wage and require that all of its subcontractors pay prevailing wage to any laborers, workers or mechanics who perform work pursuant to this contract or related subcontract. Bidder and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by the Bidder in connection with the contract. This record shall be sent to the Village on a monthly basis along with the invoice and shall be open to inspection at all reasonable hours by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract. Bidder certifies that bidder and any subcontractors working on the project are aware that filing false payroll records is a class B misdemeanor and that the monetary penalties for violations are to be paid pursuant to law by the bidder, contractor and subcontractor. The Village shall not be liable for any underpayments. If applicable: Since this is a contract for a fixed public works project, as defined in 820 ILCS 130/2, Contractor agrees to post at the job site in an easily accessible place, the prevailing wages for each craft or type of worker or mechanic needed to execute the contract or work to be performed;

4. Bidder certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C.F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules;

5. Bidder further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Bidder is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Bidder further certifies that if it owes any tax payment(s) to the Department of Revenue, Bidder has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Bidder is in compliance with the agreement.

BIDDER'S CERTIFICATION (page 2 of 3)

BY: _____, President
Bidder's Authorized Agent

3	6	-	3	5	8	4	7	6

FEDERAL TAXPAYER IDENTIFICATION NUMBER
or _____
Social Security Number

Subscribed and sworn to before me
this 18 day of April, 2011.

_____
Notary Public

(Fill Out Applicable Paragraph Below)

(a) **Corporation**
The Bidder is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of Landmark Contractors, Inc., and the full names of its Officers are as follows:

President: Barry J Borchart

Secretary: Christopher J Graves

Treasurer: (none)

and it does have a corporate seal. (In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Partnership**
Signatures and Addresses of All Members of Partnership:

_____

_____

_____

_____

BIDDER'S CERTIFICATION (page 3 of 3)

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the state of

_____.

(c) **Sole Proprietor**

The Supplier is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the state of

_____.

6. Are you willing to comply with the Village's insurance requirements within 13 days of the award of the contract? yes

INSURER`S NAME: CNA Insurance

AGENT: DS & P Insurance Services

Street Address: 1530 E Dundee Rd

City, State, Zip Code: Palatine, IL 60074

Telephone Number: 847-934-6100

I/We hereby affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: Landmark Contractors, Inc.

Print Name and Title of Authorizing Signature: Barry J Borchart, President

Signature: _____

Date: 4/18/11

MUNICIPAL REFERENCE LIST

Please see attachment on next page

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

Municipality: _____

Address: _____

Contact Name: _____ Phone #: _____

Name of Project: _____

Contract Value: _____ Date of Completion: _____

References: Major Projects Completed

Project Name / Location	Owner	Architect / Engineer	General Contractor	Contract Amount	Completion Date	Contact Person	Contact Phone
Processing Day Barracks - Great Lakes Naval Training Command	USA, Dept of the Navy	Clark/Blinderman, A JV	Landmark Contractors, Inc.	$ 786,700	8/30/06	Ken Carlson	(312) 474-5500
2006 Bridge Repair	Sugar Grove Township	Sugar Grove Township	Landmark Contractors, Inc.	$ 230,300	10/31/06	Greg Huggins	(630) 466-4274
2005 Bridge Maintenance Project	Kane County Division of Transportation	Kane County Division of Transportation	Landmark Contractors, Inc.	$ 1,920,200	11/30/06	Carl Schoedel	(630) 584-1170
Brick Street Restoration (2006)	Vlg of Wilmette	Vlg of Wilmette, Engineering Department	Landmark Contractors, Inc.	$ 128,100	12/31/06	Bill Dzialo	(847) 853-7624
Takeda Pharmaceuticals	Takeda Pharmaceuticals of North America	Clark Construction Co	Clark Construction Co	$ 1,390,600	12/31/06	Steve Kiley	(312) 474-5500
New Middle School - Elgin (site concrete work)	Central Community Unit School Distr 301	Shales McNutt Construction	Shales McNutt Construction	$ 197,4[illegible]0	6/14/07	Steve Hendricksen	(847) 622-1214
Brick Street Restoration (2007)	Vlg of Wilmette	Vlg of Wilmette, Engineering Department	Landmark Contract[illegible] Inc.	$ [illegible]00	8/23/07	Bill Dzialo	(847) 853-7624
East Side of Sheridan Rd Streetscape	City of Highland Park	City of Highland Park, Engineering Department	Landm[illegible]k Co[illegible]actors, In[illegible]	$ 372,900	9/10/07	Patrick	(847) 432-0800
Waukegan & Voltz Intersection Improvements	Village of Northbrook	Gewalt Hamilton & Associates Inc.	L[illegible]ma[illegible] Contractors, [illegible]	$ 692,100	10/31/08	Kevin Belgrave	(847) 478-9700
2007 CBD Phase I Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Co[illegible]ac[illegible]s, Inc.	$ 3,800,000	12/31/08	Shelley Costello	(847) 468-7567
IDOT 60C23 - IL Route 31 over Mill Creek, Batavia	IDOT	IDOT	La[illegible]di[illegible]rk Co[illegible]ractors, Inc.	$ 771,100	5/15/09	Ron Stemler	(847) 846-2422
IDOT 83999 - Green Bay Road, Wilmette	IDOT / Vlg of Wilmette	Tylin, [illegible]	[illegible]an[illegible]mark Contractors, Inc.	$ 1,379,300	5/15/09	Ron Crawford	(312) 296-6134
IDOT 62336 - IL Route 176 over Kishwaukee River, Wilmette	IDOT / Vlg of Wilmette	Village of W[illegible]ette	Landmark Contractors, Inc.	$ 2,199,800	6/30/09	Kurt Kaldenberger	(847) 705-4300
IDOT 63097 - Oak Street Pedestrian Bridge, North Aurora	IDOT	Remp[illegible]e & Associates, Inc	Landmark Contractors, Inc.	$ 215,500	7/15/09	Timothy Grimm	(630) 232-0827
Ravine Drive Bridge Rehabilitation, Highland Park	City of Highland Park	City [illegible]f Highland Park, [illegible]ngi[illegible]ering Department	Landmark Contractors, Inc.	$ 685,000	9/15/09	Mike Lemme	(847) 926-1184
Randall Rd over Union Pacific Railroad, Geneva	Kane County Divisi[illegible]n of Transportation	Kane County Division of Transportation	Landmark Contractors, Inc.	$ 485,800	10/31/09	Carl Schoedel	(630) 584-1170
2008 CBD Phase II Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Contractors, Inc.	$ 3,697,000	12/31/09	Shelley Costello	(847) 468-7567
James Court Roadway Improvements, Glendale Heights	Village of Glendale Heights	Christopher B. Burke Engineering, Ltd.	Landmark Contractors, Inc.	$ 742,800	12/31/09	Andrew Pufundt	(847) 823-0500
West Elementary Schools, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 60,050	8/9/10	Sean Smith	(815) 459-6070
North Elementary School, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 41,305	8/9/10	Sean Smith	(815) 459-6070
Canterbury Elementary School, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 50,266	8/9/10	Sean Smith	(815) 459-6070
Franklin St. Resurfacing & Streetscape, Forest Park	Village of Forest Park	Christopher B. Burke Engineering, Ltd.	Landmark Contractors, Inc.	$ 1,160,110	11/1/10	Jim Amelio	(847) 823-0500
North Chicago Sinkhole Improvements, North Chicago	City of North Chicago	Ciorba Group	Landmark Contractors, Inc.	$ 135,860	11/15/10	Josh Wheeler	(773) 775-4009
2010 CBD Phase IV Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Contractors, Inc.	$ 4,900,000	5/22/11	Shelley Costello	(847) 468-7567

SUBCONTRACTORS LIST

The Bidder hereby states the following items of work will not be performed by its organization. (List items to be subcontracted as well as the names, addresses and phone numbers of the subcontractors.)

1) Schroeder Asphalt Type of Work Asphalt Paving
Addr: 11022 S. Grant Hwy City Marengo State IL Zip 60152

2) Utility Dynamics Type of Work Electrical
Addr: 73 Commerce Dr. City Oswego State IL Zip 60543

3) V and R Landscaping Type of Work Landscaping
Addr: 30000 W. Roosevelt Rd City W. Chicago State IL Zip 60186

4) Stettner Type of Work Layout
Addr: 866 St. Charles St. City Elgin State IL Zip 60121

5) Fiordirosa Type of Work Storm Sewer
Addr: 956 Bluff City Blvd City Elgin State IL Zip 60120

6) Markit Type of Work Striping
Addr: 643 Parkwood Rd. City Romeoville State IL Zip 60446

7) Traffic Control + Protection Type of Work Traffic Control
Addr: 31W351 North Ave City W. Chicago State IL Zip 60185

8) Clean Cut Type of Work Tree Removal
Addr: PO Box 5115 City Lake Villa State IL Zip 60046

VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of $600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: Landmark Contractors, Inc.

ADDRESS: 11916 W. Main St.

CITY: Huntley

STATE: IL

ZIP: 60142

PHONE: 847-669-5474 **FAX:** 847-669-5529

TAX ID #(TIN): 36-3584676

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: SAME

ADDRESS:

CITY:

STATE: **ZIP:**

TYPE OF ENTITY (CIRCLE ONE):

	Individual	Limited Liability Company –Individual/Sole Proprietor
	Sole Proprietor	Limited Liability Company-Partnership
	Partnership	Limited Liability Company-Corporation
Medical	(Corporation)	
	Charitable/Nonprofit	Government Agency

SIGNATURE: [signature] **DATE:** 4/18/11

BUY AMERICA CERTIFICATION

Certification requirement for procurement of steel, iron, or manufactured products when Federal funds (Grant Agreement or Cooperative Agreement) are used.

Instructions:
Bidder to complete the Buy America Certification listed below. Bidder shall certify EITHER COMPLIANCE OR NON-COMPLIANCE (not both). This Certification MUST BE submitted with the Bidder's bid response.
Special Note: Make sure you have signed only one of the above statements – either Compliance OR Non-Compliance (not both).

Certificate of Compliance

The bidder or offeror hereby certifies that it **will meet** the requirements of 49 U.S.C. 5323(j)(1), as amended, and the applicable regulations in 49 CFR Part 661.

Signature _____

Company Name Landmark Contractors, Inc.

Title President

Date 4/18/11

Certificate of Non-Compliance

The bidder or offeror hereby certifies that it **cannot comply** with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Signature _____

Company Name _____

Title _____

Date _____

AFTER THIS CERTIFICATE HAS BEEN EXECUTED, A BIDDER MAY NOT SEEK A WAIVER.

Note: The U.S/Canadian Free Trade Agreement does not supersede the Buy America requirement.

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00 contractors receiving individual awards for $100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the bidder certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency.

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and

4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of the statements in this certification, bidder shall attach an explanation to this certification.

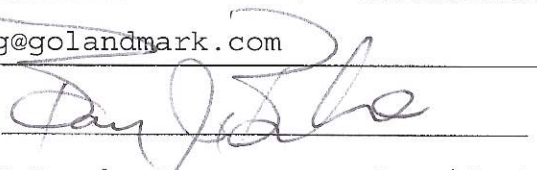
Company Name: Landmark Contractors, Inc.

Address: 11916 W. Main St.

City: Huntley Zip Code: 60142

Telephone: (847) 669-5474 Fax Number: (847) 669-5529

E-mail Address: estimating@golandmark.com

Authorized Company Signature: 

Print Signature Name: Barry J Borchart Title of Official: President

Date: 4/18/11

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Barry J Borchart, President
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: $ _____

_____ _____
Signature Print Name

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets

SPECIAL PROVISION FOR SELECTION OF LABOR

Effective: August 1, 2010

The Contractor shall comply with all Illinois statutes pertaining to the selection of labor.

Employment of Illinois Workers During Periods of Excessive Unemployment. Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ at least 90% Illinois laborers. "Illinois laborer" means any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident.

Other laborers may be used when Illinois laborers as defined herein are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the Engineer. The Contractor may place no more than three of his regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this Contract during a period of excessive unemployment.

This provision applies to all labor, whether skilled, semi-skilled or unskilled, whether manual or non-manual.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

"**105.07 Cooperation with Utilities.** The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE FOR LOCAL LETTINGS

Effective: March 1, 2005
Revised: January 1, 2006

All references to Sections or Articles in this specification shall be construed to mean a specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Railroad Protective Liability Insurance. The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. A separate policy is required for each railroad indicated on the attached form unless otherwise noted. The limits of liability for each policy are listed on the attached form. The minimum limits of liability shall be in accordance with Article 107.11 of the Standard Specifications.

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

APPROVAL OF INSURANCE: The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted for approval to the following address:

Village of Downers Grove
5101 Walnut Avenue
Downers Grove, IL 60517

The contractor will be advised when approval of the insurance has been received from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required railroad protective liability insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with expiration date of each required policy.

RAILROAD PROTECTIVE LIABILITY INSURANCE FORM

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
BNSF Railway	**90 Daily 70 MPH**	**50 Daily 50 MPH**

DOT/AAR Number: **0795336** RR Mile Post: **20.59**

Liability Limits: Combined Single Limit $ **5,000,000** Aggregate Limit $ **10,000,000**

For Freight/Passenger Information Contact: **Patricia Casler** Phone: **312-850-5680**

For Insurance Information Contact: **Rosa Martinez** Phone: **214-303-8519**

DOT/AAR Number: ______ RR Mile Post: ______

Liability Limits: Combined Single Limit $ ______ Aggregate Limit $ ______

For Freight/Passenger Information Contact: ______ Phone: ______

For Insurance Information Contact: ______ Phone: ______

DOT/AAR Number: ______ RR Mile Post: ______

Liability Limits: Combined Single Limit $ ______ Aggregate Limit $ ______

For Freight/Passenger Information Contact: ______ Phone: ______

For Insurance Information Contact: ______ Phone: ______

DOT/AAR Number: ______ RR Mile Post: ______

Liability Limits: Combined Single Limit $ ______ Aggregate Limit $ ______

For Freight/Passenger Information Contact: ______ Phone: ______

For Insurance Information Contact: ______ Phone: ______

BDE SPECIAL PROVISIONS
For the January 21 and March 11, 2011 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80240	1		Above Grade Inlet Protection	July 1, 2009	
80099	2		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243	3		American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236	4		American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186	5	✓	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213	6		Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	7	✓	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas (NOTE: This special provision was previously named *"Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders"*.)	Nov. 1, 2008	Nov. 1, 2010
80192	8		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	9		Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241	10		Bridge Demolition Debris	July 1, 2009	
5026I	11		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I	12		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	13		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5053I	14		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80166	15	✓	Cement	Jan. 1, 2007	April 1, 2009
80260	16		Certification of Metal Fabricator	July 1, 2010	
80198	17		Completion Date (via calendar days)	April 1, 2008	
80199	18		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094	19	✓	Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80215	20		Concrete Joint Sealer	Jan. 1, 2009	
80226	21	✓	Concrete Mix Designs	April 1, 2009	
80261	22		Construction Air Quality – Diesel Retrofit	June 1, 2010	
80237	23		Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	24		Construction Air Quality – Idling Restrictions	April 1, 2009	
80227	25		Determination of Thickness	April 1, 2009	
80177	26		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	27		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
* 80179	28		Engineer's Field Office Type A	April 1, 2007	Jan. 1, 2011
* 80205	29		Engineer's Field Office Type B	Aug. 1, 2008	Jan. 1, 2011
80189	30	✓	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80228	31	✓	Flagger at Side Roads and Entrances	April 1, 2009	
80249	32		Frames and Grates	Jan. 1, 2010	
* 80265	33	✓	Friction Aggregate	Jan. 1, 2011	
80229	34		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169	35		High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194	36	✓	HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245	37	✓	Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246	38	✓	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250	39	✓	Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
80259	40		Hot Mix Asphalt – Fine Aggregate	April 1, 2010	
80109	41		Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110	42		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252	43		Improved Subgrade	Jan. 1, 2010	
* 80266	44	✓	Lane Closure, Multilane, Intermittent or Moving Operation, for	Jan. 1, 2011	Jan. 2, 2011

File Name	#		Special Provision Title	Effective	Revised
			Speeds ≤ 40 MPH		
80230	45	✓	Liquidated Damages	April 1, 2009	
* 80267	46		Long-Span Guardrail over Culvert	Jan. 1, 2011	
80045	47		Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203	48		Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165	49		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80238	50		Monthly Employment Report	April 1, 2009	Jan. 1, 2010
* 80253	51		Movable Traffic Barrier (NOTE: This special provision was previously named *"Movable Traffic Barrier System"*.)	Jan. 1, 2010	Jan. 1, 2011
* 80262	52		Mulch	Nov. 1, 2010	Jan. 1, 2011
80180	53	✓	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	April 1, 2007	Nov. 1, 2009
80208	54		Nighttime Work Zone Lighting	Nov. 1, 2008	
80231	55		Pavement Marking Removal	April 1, 2009	
80254	56		Pavement Patching	Jan. 1, 2010	
80022	57		Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80232	58		Pipe Culverts	April 1, 2009	April 1, 2010
* 80263	59		Planting Perennial Plants	Jan. 1, 2011	
80210	60		Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80217	61		Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
* 80268	62	✓	Post Mounting of Signs	Jan. 1, 2011	
80171	63		Precast Handling Holes	Jan. 1, 2007	
80218	64		Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219	65		Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220	66		Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221	67		Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
80015	68		Public Convenience and Safety	Jan. 1, 2000	
3426I	69		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	70		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80247	71		Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
* 80172	72		Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2011
80224	73		Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80131	74		Seeding	July 1, 2004	July 1, 2010
80264	75		Selection of Labor	July 2, 2010	
80152	76		Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	July 1, 2010
80132	77		Self-Consolidating Concrete for Precast Products	July 1, 2004	July 1, 2010
80127	78		Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255	79		Stone Matrix Asphalt	Jan. 1, 2010	
80234	80	✓	Storm Sewers	April 1, 2009	April 1, 2010
80143	81		Subcontractor Mobilization Payments	April 2, 2005	
80075	82		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	83		Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2011
80225	84		Temporary Raised Pavement Marker	Jan. 1, 2009	
* 80256	85		Temporary Water Filled Barrier (NOTE: This special provision was previously named *"Temporary Longitudinal Traffic Barrier System"*.)	Jan. 1, 2010	Jan. 1, 2011
80257	86		Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
* 80269	87		Traffic Control Surveillance	Jan. 1, 2011	
20338	88		Training Special Provisions	Oct. 15, 1975	
80258	89		Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	
80071	90		Working Days	Jan. 1, 2002	

The following special provisions are in the 2011 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80214	Concrete Gutter, Type A	Article 606.07	Jan. 1, 2009	
80178	Dowel Bars	Article 1006.11	April 1, 2007	Jan. 1, 2008
80201	Hot-Mix Asphalt – Plant Test Frequency	Article 1030.05	April 1, 2008	Jan. 1, 2010
80251	Hot-Mix Asphalt – QC/QA Acceptance Criteria	Article 1030.05	Jan. 1, 2010	
80202	Hot-Mix Asphalt – Transportation	Article 1030.08	April 1, 2008	
80196	Mast Arm Assembly and Pole	Article 1077.03	Jan. 1, 2008	Jan. 1, 2009
80182	Notification of Reduced Width	Article 701.06	April 1, 2007	
80069	Organic Zinc-Rich Paint System	Article 1008.05	Nov. 1, 2001	Jan. 1, 2010
80216	Partial Exit Ramp Closure for Freeway/Expressway	Section 701	Jan. 1, 2009	
80209	Personal Protective Equipment	Article 701.12	Nov. 1, 2008	
80119	Polyurea Pavement Marking	Sections 780, 1095 and 1105	April 1, 2004	Jan. 1, 2009
80170	Portland Cement Concrete Plants	Article 1020.11	Jan. 1, 2007	
80211	Prismatic Curb Reflectors	Articles 782.03 and 1097.04	Nov. 1, 2008	
80223	Ramp Closure for Freeway/Expressway	Section 701	Jan. 1, 2009	
80183	Reflective Sheeting on Channelizing Devices	Article 1106.02	April 1, 2007	Nov. 1, 2008
80206	Reinforcement Bars – Storage and Protection	Article 508.03	Aug. 1, 2008	April 1, 2009
80176	Thermoplastic Pavement Marking	Article 1095.01	Jan. 1, 2007	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

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

Effective: August 1, 2007
Revised: January 1, 2009

Description. 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.

Aggregate Groups. 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

Mixture Options. 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 x A) + (b/100 x B) + (c/100 x 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 ($Na_2O + 0.658K_2O$) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.

d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ($Na_2O + 0.658K_2O$) 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.

Testing. 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 alkali-reactive 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 either be accredited by the AASHTO Materials Reference Laboratory (AMRL) for ASTM C 227 under Portland Cement Concrete or Aggregate; or 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.

APPROVAL OF PROPOSED BORROW AREAS, USE AREAS, AND/OR WASTE AREAS (BDE)

Effective: November 1, 2008
Revised: November 1, 2010

Replace the first paragraph of Article 107.22 of the Standard Specifications with the following:

"All proposed borrow areas, including commercial borrow areas; use areas, including, but not limited to temporary access roads, detours, runarounds, plant sites, and staging and storage areas; and/or waste areas are to be designated by the Contractor to the Engineer and approved prior to their use. Such areas outside the State of Illinois shall be evaluated, at no additional cost to the Department, according to the requirements of the state in which the area lies; and approval by the authority within that state having jurisdiction for such areas shall be forwarded to the Engineer. Such areas within Illinois shall be evaluated as described herein.

A location map delineating the proposed borrow area, use area, and/or waste area shall be submitted to the Engineer for approval along with an agreement from the property owner granting the Department permission to enter the property and conduct cultural and biological resource reconnaissance surveys of the site for archaeological resources, threatened or endangered species or their designated essential habitat, wetlands, prairies, and savannahs. The type of location map submitted shall be a topographic map, a plat map, or a 7.5 minute quadrangle map. Submittals shall include the intended use of the site and provide sufficient detail for the Engineer to determine the extent of impacts to the site. The Engineer will initiate cultural and biological resource reconnaissance surveys of the site, as necessary, at no cost to the Contractor. The Engineer will advise the Contractor of the expected time required to complete all surveys. If the proposed area is within 150 ft (45 m) of the highway right-of-way, a topographic map of the proposed site will be required as specified in Article 204.02."

80207

CEMENT (BDE)

Effective: January 1, 2007
Revised: April 1, 2009

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. The total of all inorganic processing additions shall be a maximum of 4.0 percent by weight (mass) of the cement. However, a cement kiln dust inorganic processing addition shall be limited to a maximum of 1.0 percent. 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, Class C fly ash according to the chemical requirements of AASHTO M 295, and cement kiln dust.

(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 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.

For cast-in-place construction, portland-pozzolan cement 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 be limited to cement kiln dust at a maximum of 1.0 percent.

(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 IS portland blast-furnace slag cement may be used for cast-in-place, precast, and precast prestressed concrete, except when Class PP concrete is used. The blast-furnace slag constituent for Type IS shall be a maximum of 25 percent of the weight (mass) of the portland blast-furnace slag cement.

For cast-in-place construction, portland blast-furnace slag cement 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 be limited to cement kiln dust at a maximum of 1.0 percent.

(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, 3200 psi (22,100 kPa) at 6.0 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 AASHTO T 161, Procedure B.

(e) Calcium Aluminate Cement. Calcium aluminate cement shall be used only where specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), 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."

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003
Revised: April 1, 2009

Replace the first paragraph of Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. The use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted when approved by the Engineer. Admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(12). The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted when determining an admixture dosage from this list. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources(s) and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays."

Revise Section 1021 of the Standard Specifications to read:

"**SECTION 1021. CONCRETE ADMIXTURES**

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures shall be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable as to manufacturer and trade name of the material they contain.

Corrosion inhibitors will be maintained on the Department's Approved List of Corrosion Inhibitors. All other concrete admixture products will be maintained on the Department's

Approved List of Concrete Admixtures. For the admixture submittal, a report prepared by an independent laboratory accredited by the AASHTO Materials Reference Laboratory (AMRL) for Portland Cement Concrete shall be provided. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications. However, for corrosion inhibitors the ASTM G 109 test information specified in ASTM C 1582 is not required to be from and independent lab. All other information in ASTM C 1582 shall be from and independent lab.

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

Prior to the approval of an admixture, the Engineer reserves the right to request a sample for testing. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). For freeze-thaw testing, the Department will perform the test according to AASHTO T 161, Procedure B. The flexural strength test will be performed according to AASHTO T 177. If the Engineer decides to test the admixture, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 5.65 cwt/cu yd (335 kg/cu m). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by AASHTO.

The manufacturer shall include in the submittal the following admixture information: the manufacturing range for specific gravity, the midpoint and manufacturing range for residue by oven drying, and the manufacturing range for pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

For air-entraining admixtures according to Article 1021.02, the specific gravity allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM C 494. For residue by oven drying and pH, the allowable manufacturing range and test methods shall be according to ASTM C 260.

For admixtures according to Articles 1021.03, 1021.04, 1021.05, 1021.06, and 1021.07, the pH allowable manufacturing range shall be established by the manufacturer and the test method shall be according to ASTM E 70. For specific gravity and residue by oven drying, the allowable manufacturing range and test methods shall be according to ASTM C 494.

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

All admixtures, except chloride-based accelerators, shall contain a maximum of 0.3 percent chloride by weight (mass).

Random field samples may be taken by the Department to verify an admixture meets specification. A split sample will be provided to the manufacturer if requested. Admixtures that do not meet specification requirements or an allowable manufacturing range established by the manufacturer shall be replaced with new material.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall be according to AASHTO M 154.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall be according to the following.

(a) The retarding admixture shall be according to AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).

(b) The water-reducing admixture shall be according to AASHTO M 194, Type A.

(c) The high range water-reducing admixture shall be according to AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

1021.04 Accelerating Admixtures. The admixture shall be according to AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating).

1021.05 Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete mixture that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall be according to AASHTO M 194, Type F.

The viscosity modifying admixture shall be according to ASTM C 494, Type S (specific performance).

1021.06 Rheology-Controlling Admixture. The rheology-controlling admixture shall be capable of producing a concrete mixture with a lower yield stress that will consolidate easier for slipform applications used by the Contractor. The rheology-controlling admixture shall be according to ASTM C 494, Type S (specific performance).

1021.07 Corrosion Inhibitor. The corrosion inhibitor shall be according to one of the following.

(a) Calcium Nitrite. The corrosion inhibitor shall contain a minimum 30 percent calcium nitrite by weight (mass) of solution, and shall comply with the requirements of AASHTO M 194, Type C (accelerating).

(b) Other Materials. The corrosion inhibitor shall be according to ASTM C 1582."

80094

CONCRETE MIX DESIGNS (BDE)

Effective: April 1, 2009

Add the following to Article 1020.05(c) of the Standard Specifications:

"(5) Performance Based Finely Divided Mineral Combination. For Class PV and SI concrete a performance based finely divided mineral combination may be used. The minimum cement factor, maximum cement factor, and water cement ratio of Article 1020.04 shall be replaced with the values below, and the performance based finely divided mineral combination herein is an alternative to Articles 1020.05(c)(1), (c)(2), (c)(3), and (c)(4). The mix design shall meet the following requirements and the Engineer may request a trial batch.

a. The mixture shall contain a minimum of 375 lbs/cu yd (222 kg/cu m) of portland cement. For a blended cement, a sufficient amount shall be used to obtain the required 375 lbs/cu yd (222 kg/cu m) of portland cement in the mixture. For example, a blended cement stated to have 20 percent finely divided mineral, ignoring any ASTM C 595 tolerance on the 20 percent, would require a minimum of 469 lbs/cu yd (278 kg/cu m) of material in the mixture. When the mixture is designed for cement content from 375 lbs/cu yd (222 kg/cu m) to 400 lbs/cu yd (237 kg/cu m), the total of organic processing additions, inorganic processing additions, and limestone addition in the cement shall not exceed 5.0 percent.

b. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in a blended cement shall count toward the total number of finely divided minerals allowed. The finely divided mineral(s) shall constitute a maximum of 35.0 percent of the total cement plus finely divided mineral(s). The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent. The finely divided mineral in the blended cement shall apply to the maximum 35.0 percent, and shall be determined as discussed in a. above for determining portland cement in blended cement.

c. For central mixed Class PV and SI concrete, the mixture shall contain a minimum of 535 lbs/cu yd (320 kg/cu m) of cement and finely divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 565 lbs/cu yd (335 kg/cu m) without a water-reducing admixture.

For truck mixed or shrink mixed Class PV and SI concrete, the mixture shall contain a minimum of 575 lbs/cu yd (345 kg/cu m) of cement and finely

divided mineral(s) summed together, and a water-reducing admixture shall be used. The value shall be 605 lbs/cu yd (360 kg/cu m) without a water-reducing admixture.

d. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together.

e. The mixture shall have a water/cement ratio of 0.32 – 0.44.

f. The mixture shall not be used for placement underwater.

g. The combination of cement and finely divided mineral(s) shall have an ASTM C 1567 expansion value ≤ 0.16 percent, and shall be 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.

   If during the two year time period the Contractor needs to replace the portland cement, and the replacement portland 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. However, replacement of a blended cement with another cement will require a new ASTM C 1567 test."

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."

80189

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)

Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

80228

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

"(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.

a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).

b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete

<table>
<tr><th>Use</th><th>Mixture</th><th>Aggregates Allowed</th></tr>
<tr><td>HMA
High ESAL
Low ESAL</td><td>Binder
IL-25.0, IL-19.0,
or IL-19.0L

SMA Binder</td><td><u>Allowed Alone or in Combination:</u>
Crushed Gravel
Carbonate Crushed Stone[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Concrete[3/]</td></tr>
<tr><td>HMA
High ESAL
Low ESAL</td><td>C Surface and
Leveling Binder
IL-12.5,IL-9.5,
or IL-9.5L

SMA
Ndesign 50
Surface</td><td><u>Allowed Alone or in Combination:</u>
Crushed Gravel
Carbonate Crushed Stone[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag[4/]
Crushed Concrete[3/]</td></tr>
<tr><td rowspan="4">HMA
High ESAL</td><td rowspan="4">D Surface and
Leveling Binder
IL-12.5 or
IL-9.5

SMA
Ndesign 50
Surface</td><td><u>Allowed Alone or in Combination:</u>
Crushed Gravel
Carbonate Crushed Stone (other than Limestone)[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF) [5/]
Crushed Steel Slag[4/ 5/]
Crushed Concrete[3/]</td></tr>
<tr><td><u>Other Combinations Allowed:</u>
<table><tr><th>Up to...</th><th>With...</th></tr><tr><td>25% Limestone</td><td>Dolomite</td></tr><tr><td>50% Limestone</td><td>Any Mixture D aggregate other than Dolomite</td></tr><tr><td>75% Limestone</td><td>Crushed Slag (ACBF)[5/] or Crushed Sandstone</td></tr></table></td></tr>
</table>

Use	Mixture	Aggregates Allowed	
HMA High ESAL	E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination:</u> Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF)[5/] Crushed Steel Slag[5/] Crushed Concrete[3/] No Limestone.	
		<u>Other Combinations Allowed:</u>	
		Up to...	*With...*
		50% Dolomite[2/]	Any Mixture E aggregate
		75% Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF)[5/], Crushed Steel Slag[5/], or Crystalline Crushed Stone
		75% Crushed Gravel or Crushed Concrete[3/]	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF)[5/], or Crushed Steel Slag[5/]
HMA High ESAL	F Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF)[5/] Crushed Steel Slag[5/] No Limestone.	
		<u>Other Combinations Allowed</u>:	
		Up to...	*With...*

Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel, Crushed Concrete[3/], or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF)[5/], Crushed Steel Slag[5/], or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.
2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
3/ Crushed concrete will not be permitted in SMA mixes.
4/ Crushed steel slag shall not be used as leveling binder.
5/ When either slag is used, the blend percentages listed shall be by volume."

80265

HMA - HAULING ON PARTIALLY COMPLETED FULL-DEPTH PAVEMENT (BDE)

Effective: January 1, 2008

Revise Article 407.08 of the Standard Specifications to read:

"**407.08 Hauling on the Partially Completed Full-Depth Pavement.** Legally loaded trucks will be permitted on the partially completed full-depth HMA pavement only to deliver HMA mixture to the paver, provided the last lift has cooled a minimum of 12 hours. Hauling shall be limited to the distances shown in the following tables. The pavement surface temperature shall be measured using an infrared gun. The use of water to cool the pavement to permit hauling will not be allowed. The Contractor's traffic pattern shall minimize hauling on the partially completed pavement and shall vary across the width of the pavement such that "tracking" of vehicles, one directly behind the other, does not occur.

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE BELOW 105 °F (40 °C)				
Total In-Place Thickness Being Hauled On, in. (mm)	Thickness of Lift Being Placed			
	3 in. (75 mm) or less		More than 3 in. (75 mm)	
	Modified Soil Subgrade	Granular Subbase	Modified Soil Subgrade	Granular Subbase
3.0 to 4.0 (75 to 100)	0.75 miles (1200 m)	1.0 mile (1600 m)	0.50 miles (800 m)	0.75 miles (1200 m)
4.1 to 5.0 (101 to 125)	1.0 mile (1600 m)	1.5 miles (2400 m)	0.75 miles (1200 m)	1.0 mile (1600 m)
5.1 to 6.0 (126 to 150)	2.0 miles (3200 m)	2.5 miles (4000 m)	1.5 miles (2400 m)	2.0 miles (3200 m)
6.1 to 8.0 (151 to 200)	2.5 miles (4000 m)	3.0 miles (4800 m)	2.0 miles (3200 m)	2.5 miles (4000 m)
Over 8.0 (200)	No Restrictions			

MAXIMUM HAULING DISTANCE FOR PAVEMENT SURFACE TEMPERATURE OF 105 °F (40 °C) AND ABOVE				
Total In-Place Thickness Being Hauled On, in. (mm)	Thickness of Lift Being Placed			
	3 in. (75 mm) or less		More than 3 in. (75 mm)	
	Modified Soil Subgrade	Granular Subbase	Modified Soil Subgrade	Granular Subbase
3.0 to 4.0 (75 to 100)	0.50 miles (800 m)	0.75 miles (1200 m)	0.25 miles (400 m)	0.50 miles (800 m)
4.1 to 5.0 (101 to 125)	0.75 miles (1200 m)	1.0 mile (1600 m)	0.50 miles (800 m)	0.75 miles (1200 m)
5.1 to 6.0 (126 to 150)	1.0 mile (1600 m)	1.5 miles (2400 m)	0.75 miles (1200 m)	1.0 mile (1600 m)
6.1 to 8.0 (151 to 200)	2.0 miles (3200 m)	2.5 miles (4000 m)	1.5 miles (2400 m)	2.0 miles (3200 m)
Over 8.0 (200)	No Restrictions			

Permissive hauling on the partially completed pavement shall not relieve the Contractor of his/her responsibility for damage to the pavement. Any portion of the full-depth HMA pavement that is damaged by hauling shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.

Crossovers used to transfer haul trucks from one roadway to the other shall be at least 1000 ft (300 m) apart and shall be constructed of material that will prevent tracking of dust or mud on the completed HMA lifts. The Contractor shall construct, maintain, and remove all crossovers."

80194

HOT-MIX ASPHALT – ANTI-STRIPPING ADDITIVE (BDE)

Effective: November 1, 2009

Revise the first and second paragraphs of Article 1030.04(c) of the Standard Specifications to read:

"(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283. To be considered acceptable by the Department as a mixture not susceptible to stripping, the conditioned to unconditioned split tensile strength ratio (TSR) shall be equal to or greater than 0.85 for 6 in. (150 mm) specimens. Mixtures, either with or without an additive, with TSRs less than 0.85 for 6 in. (150 mm) specimens will be considered unacceptable. Also, the conditioned tensile strength for mixtures containing an anti-strip additive shall not be lower than the original conditioned tensile strength determined for the same mixture without the anti-strip additive.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option."

80245

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

80246

HOT-MIX ASPHALT – DROP-OFFS (BDE)

Effective: January 1, 2010

Revise the third paragraph of Article 701.07 of the Standard Specifications to read:

"At locations where construction operations result in a differential in elevation exceeding 3 in. (75 mm) between the edge of pavement or edge of shoulder within 3 ft (900 mm) of the edge of the pavement and the earth or aggregate shoulders, Type I or II barricades or vertical panels shall be placed at 100 ft (30 m) centers on roadways where the posted speed limit is 45 mph or greater and at 50 ft (15 m) centers on roadways where the posted speed limit is less than 45 mph."

80250

LANE CLOSURE, MULTILANE, INTERMITTENT OR MOVING OPERATION, FOR SPEEDS ≤ 40 MPH (BDE)

Effective: January 1, 2011
Revised: January 2, 2011

Revise Article 701.19(a) of the Standard Specifications to read:

"(a) Not measured. Traffic control and protection required under Standards 701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, 701426, and 701427 will not be measured for payment."

80266

LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2009

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
$ 0	$ 100,000	$ 375	$ 500
100,000	500,000	625	875
500,000	1,000,000	1,025	1,425
1,000,000	3,000,000	1,125	1,550
3,000,000	5,000,000	1,425	1,950
5,000,000	10,000,000	1,700	2,350
10,000,000	And over	3,325	4,650"

80230

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM / EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007
Revised: November 1, 2009

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

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

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

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or portion of a calendar day until the deficiency is corrected to the satisfaction of the Engineer. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The base value of the daily monetary deduction is $1000.00 and will be applied to each location for which a deficiency exists. The value of the deficiency deduction assessed for each infraction will be determined by multiplying the base value by a Gravity Adjustment Factor provided in Table A. Except for failure to participate in a required jobsite inspection of the project prior to initiating earthmoving operations which will be based on the total acreage of planned disturbance at the following multipliers: <5 Acres: 1; 5-10 Acres: 2; >10-25 Acres: 3; >25 Acres: 5. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calend ar day multiplied by a Gravity Adjustment Factor.

Table A Deficiency Deduction Gravity Adjustment Factors				
Types of Violations	Soil Disturbed and Not Permanently Stabilized At Time of Violation			
	< 5 Acres	5 - 10 Acres	>10 - 25 Acres	> 25 Acres
Failure to Install or Properly Maintain BMP	0.1 - 0.5	0.2 - 1.0	0.5 - 2.5	1.0 - 5
Careless Destruction of BMP	0.2 - 1	0.5 - 2.5	1.0 - 5.	1.0 - 5
Intrusion into Protected Resource	1.0 - 5	1.0 - 5	2.0 - 10	2.0 - 10
Failure to properly manage Chemicals, Concrete Washouts or Residuals, Litter or other Wastes	0.2 - 1	0.2 - 1	0.5 - 2.5	1.0 - 5
Improper Vehicle and Equipment Maintenance, Fueling or Cleaning	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5
Failure to Provide or Update Written or Graphic Plans Required by SWPPP	0.2 - 1	0.5 - 2.5	1.0 - 5	1.0 - 5
Failure to comply with Other Provisions of the NPDES Permit	0.1 - 0.5	0.2 - 1	0.2 - 1	0.5 - 2.5"

POST MOUNTING OF SIGNS (BDE)

Effective: January 1, 2011

Revise the second paragraph of Article 701.14 of the Standard Specifications to read:

"Post mounted signs shall be a breakaway design. The sign shall be within five degrees of vertical. Two posts shall be used for signs greater than 16 sq ft (1.5 sq m) in area or where the height between the sign and the ground exceeds 7 ft (2.1 m)."

80268

STORM SEWERS (BDE)

Effective: April 1, 2009
Revised: April 1, 2010

Add the following to Article 550.02 of the Standard Specifications:

"(p) Polyvinyl Chloride (PVC) Profile Wall Pipe-304 ..... 1040.03
(q) Polyethylene (PE) Pipe with a Smooth Interior 1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior 1040.04
(s) Polyethylene (PE) Profile Wall Pipe ..... 1040.04"

Add the following to the list of flexible pipes under Class B storm sewers in the first table of Article 550.03 of the Standard Specifications:

"Polyvinyl Chloride (PVC) Profile Wall Pipe-304
Polyethylene (PE) Pipe with a Smooth Interior
Corrugated Polyethylene (PE) Pipe with a Smooth Interior
Polyethylene (PE) Profile Wall Pipe"

Revise the 2nd - 7th tables of Article 550.03 of the Standard Specifications to read:

"STORM SEWERS
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 1 Fill Height: 3' and less with 1' minimum cover										Type 2 Fill Height: Greater than 3', not exceeding 10'									
in.	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW
10	NA	3	X	X	NA	NA	NA	X	NA	NA	NA	1	*X	X	**	NA	NA	X	NA	NA
12	IV	NA	NA	X	X	X	X	X	X	NA	III	1	*X	X	X	X	X	X	X	NA
15	IV	NA	NA	X	X	X	X	X	X	NA	III	2	X	X	X	X	X	X	X	NA
18	IV	NA	NA	X	X	X	X	X	X	X	III	2	X	X	X	X	X	X	X	X
21	IV	NA	NA	X	X	X	X	NA	NA	X	III	2	X	X	X	X	X	NA	NA	X
24	IV	NA	NA	X	X	X	X	X	X	X	III	2	X	X	X	X	X	X	X	X
27	IV	NA	NA	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
30	III	NA	X	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
33	III	NA	X	X	NA	X	X	X	X	X	III	NA	X	X	NA	X	X	X	X	X
36	III	NA	X	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
42	II	NA	NA	NA	NA	X	X	X	X	X	III	NA	NA	NA	NA	X	X	X	X	X
48	II	NA	NA	NA	NA	X	X	X	X	X	III	NA	NA	NA	NA	X	X	X	X	X
54	II	NA	NA	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA	NA
60	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
66	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
72	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
78	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
84	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
90	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
96	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
102	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
108	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm Drain, and Culvert Pipe
ESCP Extra Strength Clay Pipe
PVC Polyvinyl Chloride (PVC) Pipe
CPVC Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior

PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
PE	Polyethylene (PE) Pipe with a Smooth Interior
CPE	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
PEPW	Polyethylene (PE) Profile Wall Pipe
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
*	May also use standard strength Clay Sewer Pipe
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.

STORM SEWERS
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 3 Fill Height: Greater than 10', not exceeding 15'									Type 4 Fill Height: Greater than 15', not exceeding 20'				
in.	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	PEPW	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304
10	NA	3	X	X	**	NA	NA	X	NA	NA	X	**	NA	NA
12	IV	NA	X	X	X	X	X	X	NA	V	X	X	X	X
15	IV	NA	NA	X	X	X	X	X	NA	V	X	X	X	X
18	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
21	IV	NA	NA	X	X	X	X	NA	X	V	X	X	X	X
24	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
27	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
30	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
33	IV	NA	NA	X	NA	X	X	X	X	IV	X	NA	X	X
36	IV	NA	NA	X	X	X	X	X	X	IV	X	X	X	X
42	IV	NA	NA	NA	NA	X	X	X	X	IV	NA	NA	X	X
48	IV	NA	NA	NA	NA	X	X	X	X	IV	NA	NA	X	X
54	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
60	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
108	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA

RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP	Concrete Sewer, Storm Drain, and Culvert Pipe
ESCP	Extra Strength Clay Pipe
PVC	Polyvinyl Chloride (PVC) Pipe
CPVC	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
PE	Polyethylene (PE) Pipe with a Smooth Interior
PEPW	Polyethylene (PE) Profile Wall Pipe
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.

STORM SEWERS
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 5 Fill Height: Greater than 20', not exceeding 25'					Type 6 Fill Height: Greater than 25', not exceeding 30'					Type 7 Fill Height: Greater than 30', not exceeding 35'	
in.	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC
10	NA	X	**	NA	NA	NA	X	**	NA	NA	NA	X
12	V-3160D	X	X	X	X	V-3790D	X	X	X	X	V-4000D	X
15	V-3080D	X	X	X	X	V-3390D	X	NA	NA	NA	V-3575D	X
18	V	X	X	X	X	V-3115D	X	NA	NA	NA	V-3300D	X
21	V	X	X	X	X	V	X	NA	NA	NA	V-3110D	X
24	V	X	X	X	X	V	X	NA	NA	NA	V	X
27	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
30	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
33	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
36	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
42	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
48	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
54	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
60	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
66	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
72	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
78	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
84	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
90	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
96	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
102	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
108	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA

RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
PVC	Polyvinyl Chloride (PVC) Pipe
CPVC	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.
Note	RCCP Class V - 3160D, etc. shall be furnished according to AASHTO M 170 Section 6. These loads are D loads to produce a 0.01 in. crack.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 1 Fill Height: 1 m and less with 0.3 m minimum cover										Type 2 Fill Height: Greater than 1 m, not exceeding 3 m									
mm	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	CPE	PEPW
250	NA	3	X	X	NA	NA	NA	X	NA	NA	NA	1	*X	X	**	NA	NA	X	NA	NA
300	IV	NA	NA	X	X	X	X	X	X	NA	III	1	*X	X	X	X	X	X	X	NA
375	IV	NA	NA	X	X	X	X	X	X	NA	III	2	X	X	X	X	X	X	X	NA
450	IV	NA	NA	X	X	X	X	X	X	X	III	2	X	X	X	X	X	X	X	X
525	IV	NA	NA	X	X	X	X	NA	NA	X	III	2	X	X	X	X	X	NA	NA	X
600	IV	NA	NA	X	X	X	X	X	X	X	III	2	X	X	X	X	X	X	X	X
675	IV	NA	NA	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
750	III	NA	X	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
825	III	NA	X	X	NA	X	X	X	X	X	III	NA	X	X	NA	X	X	X	X	X
900	III	NA	X	X	X	X	X	X	X	X	III	NA	X	X	X	X	X	X	X	X
1050	II	NA	NA	NA	NA	X	X	X	X	X	III	NA	NA	NA	NA	X	X	X	X	X
1200	II	NA	NA	NA	NA	X	X	X	X	X	III	NA	NA	NA	NA	X	X	X	X	X
1350	II	NA	NA	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA	NA
1500	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
1650	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
1800	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
1950	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
2100	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
2250	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
2400	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
2550	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA
2700	I	NA	NA	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA	NA

RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP	Concrete Sewer, Storm Drain, and Culvert Pipe
ESCP	Extra Strength Clay Pipe
PVC	Polyvinyl Chloride (PVC) Pipe
CPVC	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
PE	Polyethylene (PE) Pipe with a Smooth Interior
CPE	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
PEPW	Polyethylene (PE) Profile Wall Pipe
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
*	May also use standard strength Clay Sewer Pipe
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 3 Fill Height: Greater than 3 m, not exceeding 4.5 m									Type 4 Fill Height: Greater than 4.5 m, not exceeding 6 m				
mm	RCCP Class	CSP Class	ESCP	PVC	CPVC	PVCPW -794	PVCPW -304	PE	PEPW	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304
250	NA	3	X	X	**	NA	NA	X	NA	NA	X	**	NA	NA
300	IV	NA	X	X	X	X	X	X	NA	V	X	X	X	X
375	IV	NA	NA	X	X	X	X	X	NA	V	X	X	X	X
450	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
525	IV	NA	NA	X	X	X	X	NA	X	V	X	X	X	X
600	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
675	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
750	IV	NA	NA	X	X	X	X	X	X	V	X	X	X	X
825	IV	NA	NA	X	NA	X	X	X	X	IV	X	NA	X	X
900	IV	NA	NA	X	X	X	X	X	X	IV	X	X	X	X
1050	IV	NA	NA	NA	NA	X	X	X	X	IV	NA	NA	X	X
1200	IV	NA	NA	NA	NA	X	X	X	X	IV	NA	NA	X	X
1350	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
1500	IV	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
1650	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
2550	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA
2700	III	NA	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA

RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP	Concrete Sewer, Storm Drain, and Culvert Pipe
ESCP	Extra Strength Clay Pipe
PVC	Polyvinyl Chloride (PVC) Pipe
CPVC	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
PE	Polyethylene (PE) Pipe with a Smooth Interior
PEPW	Polyethylene (PE) Profile Wall Pipe
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nom. Dia.	Type 5 Fill Height: Greater than 6 m, not exceeding 7.5 m					Type 6 Fill Height: Greater than 7.5 m, not exceeding 9 m					Type 7 Fill Height: Greater than 9 m, not exceeding 10.5 m	
mm	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC	CPVC	PVCPW -794	PVCPW -304	RCCP Class	PVC
250	NA	X	**	NA	NA	NA	X	**	NA	NA	NA	X
300	V-150D	X	X	X	X	V-180D	X	X	X	X	V-190D	X
375	V-145D	X	X	X	X	V-160D	X	NA	NA	NA	V-170D	X
450	V	X	X	X	X	V-150D	X	NA	NA	NA	V-160D	X
525	V	X	X	X	X	V	X	NA	NA	NA	V-150D	X
600	V	X	X	X	X	V	X	NA	NA	NA	V	X
675	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
750	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
825	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
900	V	X	NA	NA	NA	V	X	NA	NA	NA	V	X
1050	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1200	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1350	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1500	V	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1650	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1800	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
1950	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2100	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2250	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2400	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2550	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA
2700	IV	NA	NA	NA	NA	V	NA	NA	NA	NA	V	NA

RCCP	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
PVC	Polyvinyl Chloride (PVC) Pipe
CPVC	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
PVCPW-794	Polyvinyl Chloride (PVC) Profile Wall Pipe-794
PVCPW-304	Polyvinyl Chloride (PVC) Profile Wall Pipe-304
X	This material may be used for the given pipe diameter and fill height.
NA	This material is Not Acceptable for the given pipe diameter and fill height.
**	May be used if Bureau of Materials and Physical Research approves and with manufacturer's certification.
Note	RCCP Class V - 150D, etc. shall be furnished according to AASHTO M 170M Section 6. These loads are D loads to produce a 0.3 mm crack."

Revise the last paragraph of Article 550.06 of the Standard Specifications to read:

"PVC and PE pipes shall be joined according to the manufacturer's specifications."

Revise the second paragraph of Article 550.07 of the Standard Specifications to read:

"When using flexible pipe, as listed in the first table of Article 550.03, the aggregate shall be continued to a height of at least 1 ft (300 mm) above the top of the pipe and compacted to a minimum of 95 percent of standard lab density by mechanical means."

Revise Article 550.08 of the Standard Specifications to read:

"**550.08 Deflection Testing for Storm Sewers.** All PVC and PE storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC and PE storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC and PE storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have nine, various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe and PE Profile Wall pipe, the base inside diameter shall be defined using ASTM D 3034 methodology. For all other PE pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.

If the pipe is found to have a deflection greater than that specified, that pipe section shall be removed, replaced, and retested."

Revise Article 1040.04(b) of the Standard Specifications to read:

"(b) Corrugated PE Pipe with a Smooth Interior. The pipe shall be according to AASHTO M 294 (nominal size – 12 to 48 in. (300 to 1200 mm)). The pipe shall be Type S or D."

Revised the first and second paragraphs of Article 1040.04(c) to read:

"(c) PE Profile Wall Pipe. The pipe shall be according to ASTM F 894 and shall have a minimum ring stiffness constant of 160. The pipe shall also have a minimum cell classification of PE 334433C as defined in ASTM D 3350.

(1) Pipe Culverts and Storm Sewers. When used for pipe culverts and storm sewers, the section properties shall be according to AASHTO's Section 17. The manufacturer shall submit written certification that the material meets AASHTO's Section 17 properties."

TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (DISTRICT ONE)
Effective: May 1, 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

USE OF RAP (DIST 1)
Effective: January 1, 2007
Revised: September 15, 2010

In Article 1030.02(g) of the Standard Specifications, 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) results from the cold milling or crushing of an existing 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. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality as described in Article 1031.04, herein.

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 and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, the Contractor may request the District to provide verification of the existing mix composition 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.

(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.

(d) Conglomerate Variable Size. Conglomerate variable size RAP 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 variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the 3/4 in. (19 mm) screen and shall be a minimum of two sizes.

(e) 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 in consistent gradation and/or asphalt binder content.

(f) 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 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size 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%
3/4 in. (19 mm)		
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	± 0.4% 1/	± 0.5%
G_{mm} G_{mm}	±0.02 2/ ±0.03 3/	

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

3/ Applies only to conglomerate variable size. When variation of the G_{mm} exceeds the ± 0.03 tolerance, a new conglomerate variable size 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.

Aggregate Quality Testing of RAP:

The processed pile shall have a maximum tonnage of 5,000 tons (4500 metric tons). The pile shall be crushed and screened with 100 percent of the material passing the 3/4 in. (19 mm) sieve. The pile shall be tested for AC content and gradation and shall conform to all requirements of Article 1031.03 Testing, herein. Once the uniformity of the gradation and AC content has been established, the Contractor shall obtain a representative sample with district oversight of the sampling. This sample shall be no less than 50 lbs (25 kg) and this sample shall be delivered to a Consultant Lab, prequalified by the Department for extraction testing according to Illinois Modified AASHTO T 164. After the AC has been extracted, the Consultant Lab shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid directly by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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) 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 or variable size in which the coarse aggregate is Class B quality or better.

(c) 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, conglomerate variable size, in which the coarse aggregate is Class C quality or better.

(d) 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, conglomerate variable size, or conglomerate DQ.

(e) 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.

Maximum Mixture RAP Percentage

HMA Mixtures [1/ 3/]		Maximum % RAP	
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30/40 [2/]	30	10
50	25/40 [2/ 4/]	15/25 [2/]	10 [4/]
70	25/30 [2/]	10/20 [2/]	10
90	25/30 [2/]	10/15 [2/]	10
105	25/30 [2/]	10/15 [2/]	10

1/ For HMA Shoulder and Stabilized Sub-Base (HMA) N-30, the amount of RAP shall not exceed 50 percent of the mixture.

2/ Value of Max percent RAP if 3/8 Rap or conglomerate variable size RAP is utilized.

3/ When RAP exceeds 20 percent the AC shall be PG58 -22. However, when RAP exceeds 20 percent and is used in full depth HMA pavement the AC shall be PG58 -28.

4/ Polymerized Leveling Binder, IL-4.75 is 15 percent

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 or conglomerate variable size 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) Drier 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 (per size) as a percent of the total mix to the nearest 0.1 unit.

(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) Individual RAP Aggregate weight to the nearest pound (kilogram).

(6) Virgin asphalt binder weight to the nearest pound (kilogram)

(7) Residual asphalt binder of each RAP size 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."

COARSE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)
Effective : March 16, 2009

Revise Article 1004.03 of the Standard Specifications to read:

1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Gravel Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag Crushed Concrete The coarse aggregate for stabilized subbase, if approved by the Engineer, may be produced by blending aggregates according to Article 1004.04(a).
HMA High ESAL Low ESAL	IL-25.0, IL-19.0, or IL-19.0L	Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF)
HMA High ESAL Low ESAL	C Surface IL-12.5,IL-9.5, or IL-9.5L	Gravel (only when used in IL-9.5L) Crushed Gravel Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder)

Use	Mixture	Aggregates Allowed
HMA High ESAL	D Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone) Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag (except when used as leveling binder) Limestone may be used in Mixture D if blended by volume in the following coarse aggregate percentages: Up to 25% Limestone with at least 75% Dolomite. Up to 50% Limestone with at least 50% any aggregate listed for Mixture D except Dolomite. Up to 75% Limestone with at least 25% Crushed Slag (ACBF) or Crushed Sandstone.
HMA High ESAL	E Surface IL-12.5 or IL-9.5	Crushed Gravel Crushed Stone (other than Limestone and Dolomite) Crushed Sandstone No Limestone. Dolomite may be used in Mixture E if blended by volume in the following coarse aggregate percentages: Up to 75% Dolomite with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 75% of either Slag by volume. Up to 50% Dolomite with at least 50% of any aggregate listed for Mixture E. If required to meet design criteria, Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) may be blended by volume in the following coarse aggregate percentages: Up to 75% Crushed Gravel or Crushed Stone (other than Limestone or Dolomite) with at least 25% Crushed Sandstone, Crushed Slag (ACBF), or Crushed Steel Slag. When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 25% to a maximum of 50% of either Slag by volume.

Use	Mixture	Aggregates Allowed
HMA High ESAL	F Surface IL-12.5 or IL-9.5	Crushed Sandstone No Limestone. Crushed Gravel, Crushed Concrete, or Crushed Dolomite may be used in Mixture F if blended by volume in the following coarse aggregate percentages: Up to 50% Crushed Gravel, Crushed Concrete or Crushed Dolomite with at least 50% Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or any Other Crushed Stone (to include Granite, Diabase, Rhyolite or Quartzite). When Crushed Slag (ACBF) or Crushed Steel Slag are used in the blend, the blend shall contain a minimum of 50% to a maximum of 75% of either Slag by volume.

(b) Quality. For surface courses and binder courses when used as surface course, the coarse aggregate shall be Class B quality or better. For Class A (seal or cover coat), other binder courses, and surface course IL-9.5L (Low ESAL), the coarse aggregate shall be Class C quality or better. For All Other courses, the coarse aggregate shall be Class D quality or better.

(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-25.0 IL-19.0 IL-12.5 IL-9.5	CA 7 [1/] or CA 8 [1/] CA 11 [1/] CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L	CA 11 [1/] CA 16
HMA All Other	Stabilized Subbase or Shoulders	CA 6 [2/], CA 10, or CA 12

1/ CA 16 or CA 13 may be blended with the gradations listed.
2/ CA 6 will not be permitted in the top lift of shoulders.

USE OF RAS (D-1)

Effective: August 15, 2010
Revised: October 25, 2010

Description. Reclaimed asphalt shingles (RAS) meeting Type I or Type 2 requirements will be permitted in HMA mixtures as specified herein for overlay applications only. RAS shall not be used in full depth HMA pavement. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable materials, as defined in Bureau of Materials and Physical Research Policy Memorandom 28-10.0, by weight of RAS. All RAS used shall come from a BMPR approved processing facility.

Definitions. RAS shall meet either Type I or Type 2 requirements as specified herein.

(a) Type I. Type I RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(b) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Stockpiles. RAS shall be ground and processed to 100 percent passing the 3/8 in. sieve and 93 percent passing the #4 sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending a maximum of 5.0 percent by weight of the aggregate blend in HMA design, manufactured sand (FM20 or FM 22) with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be filed by Department contract number and kept for a minimum of 3 years.

Testing. RAS shall be sampled and tested during stockpiling.

For testing during stockpiling, washed extraction, G_{mm} and testing for unnacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five tests are required to establish an average gradation and asphalt cement content of the RAS for use in an HMA mix design. A Bulk Specific Gravity value of 2.300 shall be used for RAS when used in an HMA mix design. Other Gravity Values maybe used in an HMA design but shall be verified by the Department.

Before testing, each field sample shall be split to obtain two samples. 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 procedures. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

Evaluation of Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content, gradation and G_{mm}. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 μm)	± 4%
No. 200 (75 μm)	± 2.0 %
Asphalt Binder Content	± 1.5 %
G_{mm}	± 0.04

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, or G_{mm} test results fall outside the specified tolerance, or if the percent unnacceptable materials exceeds 0.5 percent by weight of material retained on the #4 sieve, the RAS shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

Use of RAS in HMA. Type 1 or Type 2 RAS may be used in All HMA Mixtures as follows:

(a) SMA and High ESAL Surface Mixes:

(1) The maximum allowable RAS usage in SMA and IL 4.75 shall be as follows:

a. RAS shall not exceed 5.0 percent by weight of total mix.

b. If used in conjuction with Reclaimed Asphalt Pavement (RAP) the contribution of asphalt binder from the RAS and RAP combined shall not exceed 20 percent of the total asphalt binder.

(2) The virgin asphalt binder grade shall be as follows:

Mix Type	Percent RAS/RAP Asphalt Binder Replacement			
	< 10%		10-20%	
	Type 1	Type 2	Type 1	Type 2
SMA and High ESAL Surface Mixes	No grade 1/ bump	No grade 1/ bump	Reduce high temperature by one grade 1/	Reduce high temperature by one grade 1/

1/ One asphalt binder grade bump represents a change of 6° Celsius.

b) High ESAL Binder and Leveling Binder Mixes:

(1) The maximum allowable RAS usage in HMA High ESAL Binder and Leveling Binder Mixes shall be as follows:

a. RAS shall not exceed 5.0 percent by total weight of mix.

b. If used in conjuction with RAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 30 percent of the total asphalt binder.

(2) Virgin asphalt binder grade shall be as follows:

	Percent RAS/RAP Asphalt Binder Replacement			
	10-19%		20-30%	
Mix Type	Type 1	Type 2	Type 1	Type 2
High ESAL Binder and Leveling Binder Mixes	No grade 1/ bump	Reduce high temperature by one grade 1/	Reduce high & low temperature by one grade 1/	Reduce high & low temperature by one grade 1/

1/ One asphalt binder grade bump represents a change of 6° Celsius.

2/ No grade bump necessary for percent RAS/RAP/FRAP asphalt binder replacement less than 10 percent

c) HMA Low ESAL and HMA "All Other"

(1) The maximum allowable RAS usage in HMA Low ESAL and HMA "All Other" mixtures shall be as follows:

a. RAS shall not exceed 5.0 percent by total weight of mix.

b. If used in conjuction with RAP the contribution of asphalt binder from the RAS and RAP combined shall not exceed 40 percent of the total asphalt binder.

(2) Virgin asphalt binder grade shall be as follows:

	Percent RAS/RAP Asphalt Binder Replacement			
	< 20%		20-40%	
Mix Type	Type 1	Type 2	Type 1	Type 2
HMA Low ESAL and HMA "All Other"	No grade[1/] bump	Reduce low temperature by one grade[1/]	Reduce high & low temperature by one grade[1/]	Reduce high & low temperature by one grade[1/]

1/ One asphalt binder grade bump represents a change of 6° Celsius.

HMA Mix Designs. RAS and RAS/RAP designs shall be submitted for volumetric verification. Type 1 and Type 2 RAS are not interchangeable in a mix design.

HMA Production. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive dust control system shall be utilized.

HMA plants utilizing RAS 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 RAS 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 RAS material as a percent of the total mix to the nearest 0.1 percent.

(8) Aggregate and RAS moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS 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) RAS weight to the nearest pound (kilogram).

(6) Virgin asphalt binder weight to the nearest pound (kilogram).

(7) Residual asphalt binder in the RAS 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."

FINE AGGREGATE FOR HOT- MIX ASPHALT (HMA) (D-1)
Effective: May 1, 2007
Revised: January 15, 2010

Add the following to the gradation tables of Article 1003.01(c) of the Standard Specifications:

FINE AGGREGATE GRADATIONS					
Grad No.	Sieve Size and Percent Passing				
	3/8	No. 4	No. 8	No. 16	No. 200
FA 22	100	6/	6/	8±8	2±2

FINE AGGREGATE GRADATIONS (metric)					
	Sieve Size and Percent Passing				
Grad No.	9.5 mm	4.75 mm	2.36 mm	1.16 mm	75 µm
FA 22	100	6/	6/	8±8	2±2

6/ For the fine aggregate gradations FA 22, the aggregate producer shall set the midpoint percent passing, and the Department will apply a range of ± ten percent. The midpoint shall not be changed without Department approval.

Revise Article 1003.03(a) of the Standard Specifications to read:

"(a) Description. Fine aggregate for HMA shall consist of sand, stone sand, chats, slag sand, or steel slag sand. For gradation FA 22, uncrushed material will not be permitted."

Revise Article 1003.03 (c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

Du Page County Prevailing Wage for April 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON		ALL		38.000	40.000	2.0	1.5	2.0	8.700	14.95	0.000	0.380
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMMUNICATION TECH		BLD		32.650	34.750	1.5	1.5	2.0	7.650	13.98	0.400	0.490
ELECTRIC PWR EQMT OP		ALL		33.140	42.570	1.5	1.5	2.0	5.000	10.27	0.000	0.250
ELECTRIC PWR GRNDMAN		ALL		25.680	42.570	1.5	1.5	2.0	5.000	7.960	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		39.420	42.570	1.5	1.5	2.0	5.000	12.22	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		26.520	42.570	1.5	1.5	2.0	5.000	8.230	0.000	0.200
ELECTRICIAN		BLD		36.200	39.820	1.5	1.5	2.0	9.250	16.27	4.380	0.680
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	NE	ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
FENCE ERECTOR	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	E	ALL		40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	E	ALL		40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
ORNAMNTL IRON WORKER	W	ALL		43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
PAINTER		ALL		40.180	42.180	1.5	1.5	1.5	8.950	8.200	0.000	1.000
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
PLASTERER		BLD		39.360	41.720	1.5	1.5	2.0	8.800	12.12	0.000	0.510
PLUMBER		BLD		40.250	42.250	1.5	1.5	2.0	10.15	13.49	0.000	1.360
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		41.660	43.660	1.5	1.5	2.0	8.810	10.66	0.000	0.780
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450
STEEL ERECTOR	E	ALL		40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300

STEEL ERECTOR	W	ALL	43.300	45.460	2.0	2.0	2.0	8.140	17.29	0.000	0.400
STONE MASON		BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR		HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER		ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TRUCK DRIVER		ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.150
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. 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. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

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

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

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

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

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

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

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

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

TERRAZZO FINISHER

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

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 217-782-1710 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.

Illinois Department of Transportation

Proposal

RETURN WITH BID

Route: Burlington Ave
County: Du Page
Local Agency: Downers Grove
Section: 11-00101-00-RR

1. Proposal of Landmark Contractors, Inc.

for the improvement of the above section by the construction of Pavement removal and replacement, level binder hot-mix aasphalt surface course, curb and gutter removal and replacement, and all related work to reduce the grade at the rail road.

a total distance of 575.00 feet, of which a distance of 575.00 feet ,(0.110 miles) are to be improved.

2. The plans for the proposed work are those prepared by Village of Downers Grove and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 07/15/2011 unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for contract Proposals, will be required. Bid Bonds ☒ will ☐ will not be allowed as proposal guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Village Treasurer of Downers Grove
the amount of the check is Bid bond (5%)
7. 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 proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____ .
8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.
12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this contract.

Illinois Department of Transportation

Schedule of Prices

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No	Items	Unit	Quantity	Unit Price	Total
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	27	100.00	2,700.00
2	TREE PROTECTION	FOOT	120	5.00	600.00
3	TREE ROOT PRUNING	EACH	2	300.00	600.00
4	EARTH EXCAVATION	CU YD	438	29.90	13,096.20
5	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	240	35.00	8,400.00
6	FURNISHED EXCAVATION	CU YD	1589	15.00	23,835.00
7	TRENCH BACKFILL	CU YD	479	31.00	14,849.00
8	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	1368	4.00	5,472.00
9	SODDING, SALT TOLERANT	SQ YD	1368	4.00	5,472.00
10	SUPPLEMANTAL WATERING	UNIT	62	5.00	310.00
11	PERIMETER EROSION BARRIER	FOOT	205	2.00	410.00
12	INLET AND PIPE PROTECTION	EACH	8	135.00	1,080.00
13	SUB-BASE GRANULAR MATERIAL, TYPE B 12"	SQ YD	1670	12.50	20,875.00
14	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	278	3.00	834.00
15	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	596	67.00	39,932.00
16	AGGREGATE FOR TEMPORARY ACCESS	TON	60	18.00	1,080.00
17	BITUMINOUS MATERIALS (PRIME COAT)	GALLON	532	2.00	1,064.00
18	AGGREGATE (PRIME COAT)	TON	2	20.00	40.00
19	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	149	80.00	11,920.00
20	PORTLAND CEMENT CONCRETE (DRIVEWAY PAVEMENT), 6"	SQ YD	79	50.25	3,969.75
21	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQFT	1780	4.85	8,633.00
22	DETECTABLE WARNINGS	SQ FT	10	35.00	350.00
23	PAVEMENT REMOVAL	SQ YD	1715	6.75	11,576.25
24	DRIVEWAY PAVEMENT REMOVAL	SQ YD	79	8.75	691.25
25	COMBINATION CURB AND GUTTER REMOVAL	FOOT	930	4.40	4,092.00
26	SIDEWALK REMOVAL	SQ FT	1350	0.85	1,147.50
27	MEDIAN SURFACE REMOVAL	SQ FT	512	1.50	768.00
28	HOT-MIX ASPHALT SHOULDERS, 4"	SQ YD	60	28.00	1,680.00
29	CONCRETE RETAINING WALL REMOVAL	FOOT	62	13.69	848.78
30	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	30	31.00	930.00
31	STORM SEWERS, CLASS A, TYPE 1 15"	FOOT	287	34.00	9,758.00
32	STORM SEWERS, RUBBER GASKETS, CLASS A, TYPE 1, 12"	FOOT	20	32.00	640.00
33	STORM SEWERS, RUBBER GASKETS, CLASS A, TYPE 1, 15"	FOOT	110	35.00	3,850.00
34	STORM SEWER REMOVAL, 12"	FOOT	17	14.00	238.00
35	STORM SEWER REMOVAL, 15"	FOOT	220	14.00	3,080.00
36	WATER MAIN 8"	FOOT	490	56.00	27,440.00
37	WATER MAIN 12"	FOOT	63	69.00	4,347.00
38	PIPE UNDERDRAINS, 6"	FOOT	107	21.00	2,247.00
39	CATCH BASINS, TYPE A, 4'-	EACH	1	1,705.00	1,705.00
40	MANHOLE, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	3,020.00	6,040.00
41	MANHOLE, TYPE A, 6' DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	4,480.00	4,480.00
42	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	1	780.00	780.00
43	INLET, TYPE A, TYPE 8 GRATE	EACH	2	680.00	1,360.00
44	MANHOLE TO BE RECONSTRUCTED	EACH	1	1,085.00	1,085.00
	Page Total (To be carried Forward to Page				**254,305.73**

Illinois Department of Transportation

Schedule of Prices

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

RETURN WITH BID

(For complete information covering these items, see plans and specifications)

Item No	Items	Unit	Quantity	Unit Price	Total
45	VALVE VAULTS TO BE REMOVED	EACH	1	226.00	226.00
46	REMOVING MANHOLES	EACH	1	226.00	226.00
47	REMOVING INLETS	EACH	2	226.00	452.00
48	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	515	14.50	7,467.50
49	COMBINCATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	495	16.00	7,920.00
50	CONCRETE MEDIAN SURFACE, 4"	SQ FT	685	4.00	2,740.00
51	MOBILIZATION	L SUM	1	15,000.00	15,000.00
52	TRAFFIC CONTROL AND PROTECTION	L SUM	1	9,900.00	9,900.00
53	SIGN PANEL - TYPE 2	SQ FT	12	15.95	191.40
54	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	150.00	150.00
55	RELOCATE SIGN PANEL ASSEMBLY - TYPE B	EACH	5	150.00	750.00
56	REMOVE SIGN COMPLETE	EACH	1	100.00	100.00
57	TELESCOPING STEEL SIGN SUPPORT	FOOT	147	8.95	1,315.65
58	BASE FOR TELESCOPING STEEL SIGN SUPPORT	EACH	1	150.00	150.00
59	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	62	3.50	217.00
60	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	540	4.00	2,160.00
61	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	36	6.00	216.00
62	RELOCATE EXISTING LIGHTING UNIT	EACH	1	2,200.00	2,200.00
63	TREE, QUERCUS MACROCARPA (BUR OAK) 2" CALIPER, BALLED AND BURLAPPED	EACH	2	500.00	1,000.00
64	CONNECTION TO EXISTING WATER MAIN 8" (NON-PRESSURE)	EACH	2	2,510.00	5,020.00
65	CONNECTION TO EXISTING WATER MAIN 12" (NON-PRESSURE)	EACH	1	2,510.00	2,510.00
66	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	5	612.00	3,060.00
67	RAILROAD PROTECTIVE LIABILITY INSURANCE	L SUM	1	5,000.00	5,000.00
68	SAWING PAVEMENT (FULL DEPTH)	FOOT	140	1.90	266.00
69	16" STEEL CASING PIPE	FOOT	40	87.00	3,480.00
70	ABANDONMENT OF EXISTING WATER MAIN	L SUM	1	2,405.00	2,405.00
71	RESILIENT-SEATED GATE VALVE, 8" IN 5' DIAMETER VAULT	EACH	2	3,377.00	6,754.00
72	RESILIENT-SEATED GATE VALVE, 12" IN 6' DIAMETER VAULT	EACH	1	5,542.00	5,542.00
73	PRECONSTRUCTION VIDEOTAPING	L SUM	1	500.00	500.00
74	CONSTRUCTION STAKING AND RECORD DRAWINGS	L SUM	1	2,495.00	2,495.00
75	EROSION, SEDIMENTATION AND DUST CONTROL	LSUM	1	2,750.00	2,750.00
76	RAIROAD FLAGGER	LSUM	1	19,000.00	19,000.00
			Carried forward from page		254,305.73
			Bidder's Proposal for making Entire Improvements		**$365,469.28**

13. The undersigned further agrees that if awarded the contract for the sections contained in the following combinations, he will perform the work in accordance with the requirements of each individual proposal for the multiple bid specified in the schedule below.

Schedule for multiple Bids

Combination letter	Sections included in Combination	Total

BLR 12222 (Rev. 04/01/09)

Printed 2/22/2011

Illinois Department of Transportation

Signatures

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

_____

Insert Names and Addresses of All Partners { _____ _____ _____ _____

(If a corporation)

Corporate Name Landmark Contractors, Inc.

Signed By _____ President

Business Address 11916 W. Main St.

Huntley, IL 60142

Insert Names of Officers {

President Barry J Borchart

Secretary CJ Graves

Treasurer (none)

Attest: _____ Secretary

Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

II. The undersigned bidder further certifies for work to 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 or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each 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 employees. Types of work or craft 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 for which there is no applicable apprenticeship or training program available.

Fox Valley Laborers, Midwest Operating Engineers

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

N/A

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. 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 is accounted for and listed. 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. In order to fulfill the participation requirement, it shall not be necessary that any 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 or deliver and install proposal.

Bidder: Landmark Contractors, Inc. By: _____ (Signature)

Address: 11916 W. Main St. Title: President

Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of 4/18/2011
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
Contract Number	83845	63406	N/A	N/A		
Contract With	Curran Conctracting Co.	Curran Contracting Co.	Bolder Construction	Bolder Construction		
Estimated Completion Date	11/30/10	12/15/10	6/30/11	11/30/10		
Total Contract Price	278,100.00	130,800.00	432,000.00	308,200.00		**Accumulated Totals**
Uncompleted Dollar Value if Firm is the Prime Contractor						**0.00**
Uncompleted Dollar Value if Firm is the Subcontractor	12,000.00	12,460.00	294,700.00	94,700.00		**413,860.00**
				Total Value of All Work		**413,860.00**

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						**0.00**
Portland Cement Concrete Paving						**0.00**
HMA Plant Mix						**0.00**
HMA Paving						**0.00**
Clean & Seal Cracks/Joints						**0.00**
Aggregate Bases & Surfaces						**0.00**
Highway,R.R. and Waterway Structures						**0.00**
Drainage						**0.00**
Electrical						**0.00**
Cover and Seal Coats						**0.00**
Concrete Construction	**12,000.00**	**12,460.00**	**294,700.00**	**94,700.00**		**413,860.00**
Landscaping						**0.00**
Fencing						**0.00**
Guardrail						**0.00**
Painting						**0.00**
Signing						**0.00**
Cold Milling, Planning & Rotomilling						**0.00**
Demolition						**0.00**
Pavement Markings (Paint)						**0.00**
Other Construction (List)						**0.00**
						0.00
						0.00
Totals	**12,000.00**	**12,460.00**	**294,700.00**	**94,700.00**	**0.00**	**413,860.00**

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this ____ day of ____________, 20____.

Continue to Last Page

Type or Print Name: Barry J. [illegible]rchart, President

Officer or Director — Title

____
Notary Public

Signed ______________________

My commission expires: 8/18/2014

Company: Landmark Contractors, Inc.

(Notary Seal)

Address: 11916 W. Main St.

Huntley, IL 60142

Illinois Department of Transportation
Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability

For the Letting of 4/18/2011
(Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE.**

	5	6	7	8	Awards Pending	
Contract Number	60N04	63498				
Contract With	IDOT	Curran Contracting Co.				
Estimated Completion Date	7/30/11	7/30/11				
Total Contract Price	352,000.00	38,065.00				**Accumulated Totals**
Uncompleted Dollar Value if Firm is the Prime Contractor	352,000.00	38,065.00				**390,065.00**
Uncompleted Dollar Value if Firm is the Subcontractor						**413,860.00**
				Total Value of All Work		**803,925.00**

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						**0.00**
Portland Cement Concrete Paving						**0.00**
HMA Plant Mix						**0.00**
HMA Paving						**0.00**
Clean & Seal Cracks/Joints						**0.00**
Aggregate Bases & Surfaces						**0.00**
Highway,R.R. and Waterway Structures						**0.00**
Drainage						**0.00**
Electrical						**0.00**
Cover and Seal Coats						**0.00**
Concrete Construction	**329,500.00**	**38,065.00**				**781,425.00**
Landscaping						**0.00**
Fencing						**0.00**
Guardrail						**0.00**
Painting						**0.00**
Signing						**0.00**
Cold Milling, Planning & Rotomilling						**0.00**
Demolition						**0.00**
Pavement Markings (Paint)						**0.00**
Other Construction (List)						**0.00**
						0.00
						0.00
Totals	**329,500.00**	**38,065.00**	**0.00**	**0.00**	**0.00**	**781,425.00**

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor	Traffic Control & Protection				
Type of Work	Traffic Control				
Subcontract Price	22,500.00				
Amount Uncompleted	22,500.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	**22,500.00**	**0.00**	**0.00**	**0.00**	**0.00**

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 18 day of April, 20 11.

[signature]
Notary Public

My commission expires: 8/18/2014

(Notary Seal) OFFICIAL SEAL
B A BORCHART
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/18/14

Type or Print Name Barry J Borchart, President
Officer or Director Title

Signed [signature]

Company Landmark Contractors, Inc.

Address 11916 W. Main St.

Huntley, IL 60142

LAW DEPARTMENT APPROVED

EXHIBIT "C"
CONTRACTOR REQUIREMENTS

1.01 General

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____.

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1".

- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations.

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- **1.01.06** The Contractor must notify the (Agency) at _____ and Railway's Manager Public Projects, telephone number (__)_____at least thirty (30) calendar days before commencing any work on Railway Property. Contractors notification to Railway, must refer to Railroad's file _____.

- **1.01.07** For any falsework above any tracks or any excavations located, whichever is greater, within twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 1 ½ horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01 No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.contractororientation.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.**

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Superintendent _____ at (_____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

- **1.03.03** The Contractor must abide by the following temporary clearances during construction:

  - 15' Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

- **1.03.04** Upon completion of construction, the following clearances shall be maintained:

  - 25' Horizontally from centerline of nearest track
  - 23'-3 ½" Vertically above top of rail

- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the (Agency)_____ and must not be undertaken until approved in writing by the Railway, and until the (Agency)_____ has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by (Agency)_____ for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Private Crossing Agreement" from the Railway prior to moving his equipment or materials across

the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be at the expense of the Contractor.

- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan

- 1.04.01 Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.contractororientation.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

1.05 Protection of Railway Facilities and Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (telephone _____) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

- **1.05.02a** When in the opinion of the Railway's Representative it is necessary to safeguard Railway's Property, employees, trains, engines and facilities.

- **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

- **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.

- **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

- **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

- **1.05.03** Flagging services will be performed by qualified Railway flaggers.

- **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

- **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

- **1.05.03c** The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the (Agency)_____. The estimated cost for one (1) flagger is $600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.

- **1.05.03d** The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01 Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.**

- **1.06.02 Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).**

- **1.06.03 Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.**

- **1.06.04 When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railroad's representative in charge of the project must be notified. A minimum of two employees must be present at all times.**

- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be

reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.contractororientation.com,** however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railroad's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visability work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

- **1.06.09** The Contractor must not pile or store any materials, machinery or equipment closer than 25'-0" to the center line of the nearest Railway track. Materials, machinery or equipment must not be stored or left within 250 feet of any highway/rail at-grade crossings, where storage of the same will interfere with the sight distances of motorists approaching the crossing. Prior to beginning work, the Contractor must establish a storage area with concurrence of the Railroad's representative.

- **1.06.10** Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative (_____).**All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there

is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- 1.09.01 The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St _____ 2. Date: _____ Time:
   County: _____ 3. Temperature: _____ 4. Weather
   (if non-Railway location)

5. Social Security #

6. Name (last, first, mi)

7. Address: Street: _____ City: _____ St._____ Zip:

8. Date of Birth: _____ and/or Age _____ Gender:
   (if available)

9. (a) Injury: _____ (b) Body Part:
   (i.e. (a) Laceration (b) Hand)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:
    - ? First Aid Only
    - ? Required Medical Treatment
    - ? Other Medical Treatment

13. Dr. Name _____ 30. Date:

14. Dr. Address:
    Street: _____ City: _____ St: _____ Zip:

15. Hospital Name:

16. Hospital Address:
    Street: _____ City: _____ St: _____ Zip:

17. Diagnosis:

FAX TO
RAILWAY AT (817) 352-7595
AND COPY TO
RAILWAY ROADMASTER FAX

LAW DEPARTMENT APPROVED

EXHIBIT "C-1"

Agreement
Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract")dated _____, 200_, [***Drafter's Note: insert the date of the contract between the Agency and the Contractor here] with _____[Drafter's Note: insert the name of the Agency here]for the performance of certain work in connection with the following project _____. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for _____[insert Agency name here]_ (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railroad to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILROAD FOR RAILROAD'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor of and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railroad employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.
- Additional insured endorsement in favor or and acceptable to Railroad.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Railroad.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Railroad.

D. Railroad Protective Liability insurance naming only the Railroad as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the Railroad prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under contractor's care, custody or control.

.Contractor is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the

provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from Railroad, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Ebix BPO
PO Box 12010-BN
Hemet, CA 92546-8010
Fax number: 951-652-2882
Email: bnsf@ebix.com

Any insurance policy must be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this Agreement has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this Agreement. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.
Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railroad as an additional insured, and requiring that the subcontractor release, defend and indemnify Railroad to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this section will entitle, but not require, Railroad to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad will not be limited by the amount of the required insurance coverage.

For purposes of this section, Railroad means "Burlington Northern Santa Fe Corporation", "BNSF RAILWAY COMPANY" and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit "C" attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay are currently $382.20 per hour per incident. **THE RATE THEN IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF TRAIN DELAY PURSUANT TO THIS AGREEMENT.**

Contractor and its subcontractors must give Railway's representative (_____) _____ weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____	
(Contractor)	**BNSF Railway Company**
By:_____	By:_____
Printed Name:_____	Name:_____
Title:_____	Manager Public Projects
Contact Person: _____	Accepted and effective this _____day of 20__.
Address: _____	
_____	
City:_____State:___Zip:____	
Fax: _____	
Phone: _____	
E-mail:_____	

Illinois Department of Transportation

Signatures

Route	Burlington Avenue
County	Du Page
Local Agency	Downers Grove
Section	11-00101-00-RR

RETURN WITH BID

(If an individual)

Signature of Bidder _____

Business Address _____

(If a partnership)

Firm Name _____

Signed By _____

Business Address _____

_____

Insert Names and Addresses of All Partners { _____ _____ _____ _____

(If a corporation)

Corporate Name Landmark Contractors, Inc.

Signed By _____ President

Business Address 11916 W. Main St.

Huntley, IL 60142

Insert Names of Officers {

President Barry J Borchart

Secretary CJ Graves

Treasurer (none)

Attest: _____ Secretary

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Bidder/vendor has not contributed to any elected Village position within the last five (5) years.

Signature

Barry J Borchart, President
Print Name

☐ Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: $ _____

_____ _____
Signature Print Name

References: Major Projects Completed

Project Name / Location	Owner	Architect / Engineer	General Contractor	Contract Amount	Completion Date	Contact Person	Contact Phone
Processing Day Barracks - Great Lakes Naval Training Command	USA, Dept of the Navy	Clark/Blinderman, A JV	Landmark Contractors, Inc.	$ 786,700	8/30/06	Ken Carlson	(312) 474-5500
2006 Bridge Repair	Sugar Grove Township	Sugar Grove Township	Landmark Contractors, Inc.	$ 230,300	10/31/06	Greg Huggins	(630) 466-4274
2005 Bridge Maintenance Project	Kane County Division of Transportation	Kane County Division of Transportation	Landmark Contractors, Inc.	$ 1,920,200	11/30/06	Carl Schoedel	(630) 584-1170
Brick Street Restoration (2006)	Vlg of Wilmette	Vlg of Wilmette, Engineering Department	Landmark Contractors, Inc.	$ 128,100	12/31/06	Bill Dzialo	(847) 853-7624
Takeda Pharmaceuticals	Takeda Pharmaceuticals of North America	Clark Construction Co	Clark Construction Co	$ 1,390,600	12/31/06	Steve Kiley	(312) 474-5500
New Middle School - Elgin (site concrete work)	Central Community Unit School Distr 301	Shales McNutt Construction	Shales McNutt Construction	$ 197,4[illegible]0	6/14/07	Steve Hendricksen	(847) 622-1214
Brick Street Restoration (2007)	Vlg of Wilmette	Vlg of Wilmette, Engineering Department	Landmark Contract[illegible] Inc.	$ [illegible]00	8/23/07	Bill Dzialo	(847) 853-7624
East Side of Sheridan Rd Streetscape	City of Highland Park	City of Highland Park, Engineering Department	Landm[illegible]k Co[illegible]actors, I[illegible].	$ 372,900	9/10/07	Patrick	(847) 432-0800
Waukegan & Voltz Intersection Improvements	Village of Northbrook	Gewalt Hamilton & Associates Inc.	L[illegible]ma[illegible] Contractors, I[illegible].	$ 692,100	10/31/08	Kevin Belgrave	(847) 478-9700
2007 CBD Phase I Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Co[illegible]ac[illegible]s, Inc.	$ 3,800,000	12/31/08	Shelley Costello	(847) 468-7567
IDOT 60C23 - IL Route 31 over Mill Creek, Batavia	IDOT	IDOT	L[illegible]dm[illegible]k Contractors, Inc.	$ 771,100	5/15/09	Ron Stemler	(847) 846-2422
IDOT 83999 - Green Bay Road, Wilmette	IDOT / Vlg of Wilmette	Tylin, [illegible]	[illegible]andmark Contractors, Inc.	$ 1,379,300	5/15/09	Ron Crawford	(312) 296-6134
IDOT 62336 - IL Route 176 over Kishwaukee River, Wilmette	IDOT / Vlg of Wilmette	Village of Wi[illegible]ette	Landmark Contractors, Inc.	$ 2,199,800	6/30/09	Kurt Kaldenberger	(847) 705-4300
IDOT 63097 - Oak Street Pedestrian Bridge, North Aurora	IDOT	Remp[illegible]e & Associates, Inc	Landmark Contractors, Inc.	$ 215,500	7/15/09	Timothy Grimm	(630) 232-0827
Ravine Drive Bridge Rehabilitation, Highland Park	City of Highland Park	City of Highland Park, Engineering Department	Landmark Contractors, Inc.	$ 685,000	9/15/09	Mike Lemme	(847) 926-1184
Randall Rd over Union Pacific Railroad, Geneva	Kane County Divisi[illegible] of Transportation	Kane County Division of Transportation	Landmark Contractors, Inc.	$ 485,800	10/31/09	Carl Schoedel	(630) 584-1170
2008 CBD Phase II Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Contractors, Inc.	$ 3,697,000	12/31/09	Shelley Costello	(847) 468-7567
James Court Roadway Improvements, Glendale Heights	Village of Glendale Heights	Christopher B. Burke Engineering, Ltd.	Landmark Contractors, Inc.	$ 742,800	12/31/09	Andrew Pufundt	(847) 823-0500
West Elementary Schools, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 60,050	8/9/10	Sean Smith	(815) 459-6070
North Elementary School, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 41,305	8/9/10	Sean Smith	(815) 459-6070
Canterbury Elementary School, Crystal Lake	School District 47	School District 47	Landmark Contractors, Inc.	$ 50,266	8/9/10	Sean Smith	(815) 459-6070
Franklin St. Resurfacing & Streetscape, Forest Park	Village of Forest Park	Christopher B. Burke Engineering, Ltd.	Landmark Contractors, Inc.	$ 1,160,110	11/1/10	Jim Amelio	(847) 823-0500
North Chicago Sinkhole Improvements, North Chicago	City of North Chicago	Ciorba Group	Landmark Contractors, Inc.	$ 135,860	11/15/10	Josh Wheeler	(773) 775-4009
2010 CBD Phase IV Streetscape Improvements, Elgin	City of Elgin	TranSystems	Landmark Contractors, Inc.	$ 4,900,000	5/22/11	Shelley Costello	(847) 468-7567

2011-2015 Capital Project Sheet

Project # **ST-028**

Project Description **Intersection Improvement Maple @ BNSFRR**

Project summary, justification and alignment to Strategic Plan

The goal of this project is to lessen the slope of Maple Street immediately east of the BNSFRR tracks.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services				8,500						8,500
Land Acquisition										-
Infrastructure		X		329,300						329,300
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				337,800	-	-	-	-	-	337,800
Funding Source(s)										
Grants/Other Sources, Approved				262,800						262,800
Grants/Other Sources, Anticipated				75,000						75,000
										-
										-
TOTAL FUNDING SOURCES				337,800	-	-	-	-	-	337,800

Project status and completed work

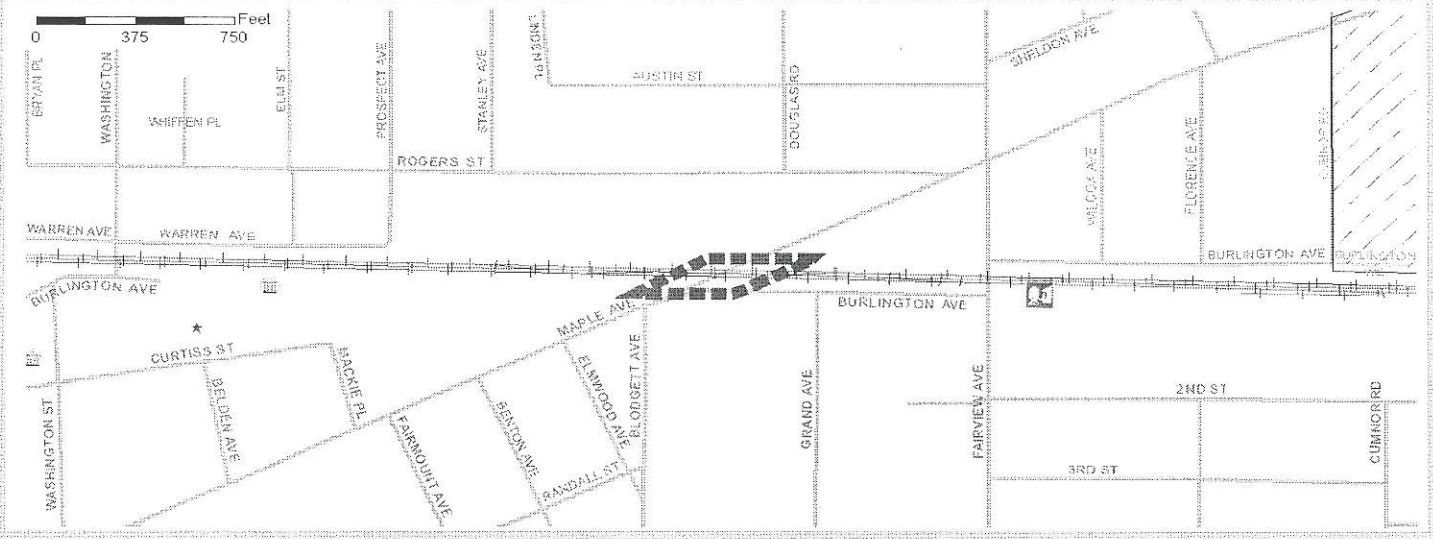
Design work is currently underway and will be completed in 2010.
Construction will begin Spring of 2011.

Grants (funded or applied for) related to the project.

Illinois Jobs Now: $75,000 - pending.
Illinois Commerce Commission: $262,800 - approved.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score	High	Project Manager:		Andy Sikich	
		Program:	342	Department:	Public Works

2011-2015 Capital Project Sheet

Project # **WA-036**

Project Description **Watermain Replacement, Maple @ BNSFRR**

Project summary, justification and alignment to Strategic Plan

This project includes replacement of an existing 8" watermain with a new 8" watermain. This watermain is aging, and past its useful life. The work will be performed in conjunction with ST-028.

Cost Summary	New	Maintenance	Replacement	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Years	TOTAL
Professional Services										-
Land Acquisition										-
Infrastructure			X	50,000						**50,000**
Building										-
Machinery/Equipment										-
Other/Miscellaneous										-
TOTAL COST				50,000	-	-	-	-	-	**50,000**
Funding Source(s)										
481-Water Fund				50,000						**50,000**
										-
										-
										-
TOTAL FUNDING SOURCES				50,000	-	-	-	-	-	**50,000**

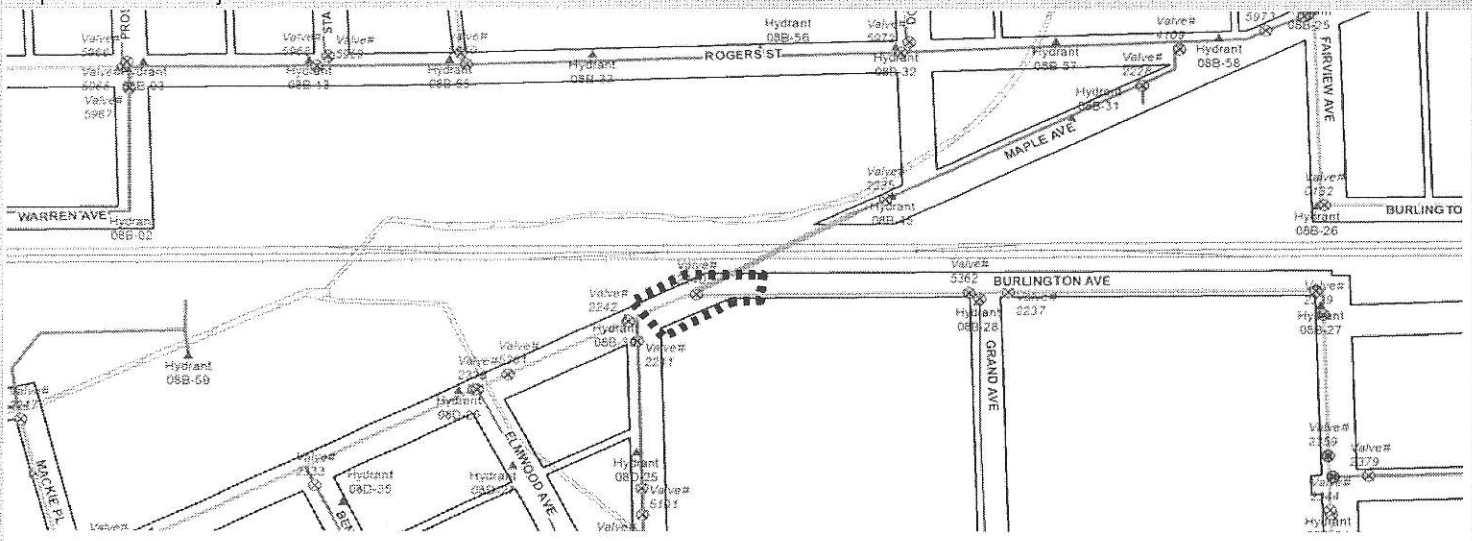
Project status and completed work

This project will be designed in late 2010, and the work will be performed in conjunction with the roadway elevation project (ST-028) in 2011.

Grants (funded or applied for) related to the project.

Impact-annual operating expenses	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Future Yrs	TOTAL
Projected Operating Expense Impact:							-

Map/Pictures of Project



Internal staff information:

Priority Score	High	Project Manager:	David Bird
	Program: 394	Department:	Public Works