

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

RETURN WITH BID

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Proposal Submitted By
Name
Address
City

Letting March 9, 2007

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Route FAU 2732 (Prairie Avenue)
Project M-8003(712)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Project M-8003(712)
Route FAU 2732 (Prairie Avenue)
District 1 Construction Funds**

Project consists of pavement reconstruction, curb and gutter removal and replacement, driveway pavement removal and replacement, storm sewer installation, combination sewer repairs, thermoplastic pavement markings and all other incidental work to complete the project on FAU Route 2732 (Prairie Avenue) from Brookfield Avenue to Washington Avenue in the Village of Brookfield.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

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

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

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

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

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

Attach Cashier's Check or Certified Check Here	
In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item _____
	Section No. _____
	County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-062-07
 PPS NBR - 1-20262-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83881

ECMS002 DTGECM03 ECRM003 PAGE 1
 RUN DATE - 01/26/07
 RUN TIME - 183304

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE		
COOK	031	01	00-00115-01-WR (BROOKFIELD)	M-8003/712/000	FAU 2732		
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
A2000924	T-ACER PLAT EQ	EACH	2.000 X	=			
A2001724	T-ACER SAGR	EACH	2.000 X	=			
A2005024	T-GYMNOCIA DIO	EACH	2.000 X	=			
A2008124	T-TILIA CORD GS	EACH	2.000 X	=			
K1003679	MULCH	CU YD	80.000 X	=			
XX000479	WATER MAIN REMOV	FOOT	370.000 X	=			
XX000541	EXPLOR EXCAVATION	CU YD	50.000 X	=			
XX000836	PRES TEST & DISINFECT	L SUM	1.000 X	=			
XX001386	SAN SEW PVC	FOOT	180.000 X	=			
XX001464	SAN SEW PVC	FOOT	1,000.000 X	=			
XX001466	SAN SEW PVC	FOOT	365.000 X	=			
XX001490	GATE VALVES	EACH	1.000 X	=			
XX001672	SS (PVC) SDR 26	FOOT	259.000 X	=			
XX002907	WATER SERV CON (SHRT)	EACH	10.000 X	=			
XX003036	SS (PVC) SDR 26	FOOT	386.000 X	=			

FAU 2732
 00-00115-01-WR (BROOKFIELD)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83881

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 01/26/07
 RUN TIME - 183304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
XX003037	D I FITTINGS & ACCESS	POUND	1,400.000 X	=			
XX003516	CONN EX W MN NP 8	EACH	1.000 X	=			
XX003517	CONN EX W MN NP 6	EACH	1.000 X	=			
XX005197	BOX STRUCTURE	EACH	2.000 X	=			
XX005634	12" X 6" PVC SEW CON	EACH	17.000 X	=			
XX005636	P UNDR, PERF PVC 6	FOOT	138.000 X	=			
XX006203	SS PVC SDR-26 8	FOOT	25.000 X	=			
XX006227	RESTRAINED JOINT 8"	EACH	19.000 X	=			
XX006228	RESTRAINED JOINT 6"	EACH	40.000 X	=			
XX006445	RD CS MAN 4 DIA TIFCL	EACH	11.000 X	=			
XX006449	12" PVC CS PIPE REPL	FOOT	131.000 X	=			
XX006450	15" PVC CS PIPE REPL	FOOT	34.000 X	=			
XX006452	15" X 6" PVC SEW CON	EACH	6.000 X	=			
XX006453	6" PVC SEW PIPE REP	FOOT	100.000 X	=			
XX006454	WATER SERV RELOCATE	EACH	35.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
XX006814	WATER SERV CON (LONG)	EACH	4.000 X	=		
XX006815	8" X 6" PVC SEW CON	EACH	2.000 X	=		
XX006816	12 X 6 PVC SEW CON SP	EACH	9.000 X	=		
XX006817	15 X 6 PVC SEW CON SP	EACH	3.000 X	=		
XX006818	WATER SERV RELOCATE SS	EACH	38.000 X	=		
X0323426	SED CONT DR ST INL CL	EACH	23.000 X	=		
X0325207	TV INSPECT OF SEWER	FOOT	1,400.000 X	=		
X6020098	MAN TA 9 DIA T1F CL	EACH	3.000 X	=		
Z0004900	BIT MIX F PATCH (H M)	TON	25.000 X	=		
Z0019600	DUST CONTROL WATERING	UNIT	100.000 X	=		
Z0076600	TRAINEES	HOUR	1,000.000 X	=	0.80	800.00
20100110	TREE REMOV 6-15	UNIT	12.000 X	=		
20100210	TREE REMOV OVER 15	UNIT	120.000 X	=		
20101100	TREE TRUNK PROTECTION	EACH	105.000 X	=		
20101200	TREE ROOT PRUNING	EACH	105.000 X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
20200100	EARTH EXCAVATION	CU YD	3,245.000	=		
20201200	REM & DISP UNS MATL	CU YD	400.000	=		
20700420	POROUS GRAN EMB SUBGR	CU YD	400.000	=		
20800150	TRENCH BACKFILL	CU YD	3,215.000	=		
21001000	GEOTECH FAB F/GR STAB	SQ YD	8,700.000	=		
21101615	TOPSOIL F & P 4	SQ YD	4,700.000	=		
25000312	SEEDING CL 4A	ACRE	0.100	=		
25000400	NITROGEN FERT NUTR	POUND	70.000	=		
25000500	PHOSPHORUS FERT NUTR	POUND	70.000	=		
25000600	POTASSIUM FERT NUTR	POUND	70.000	=		
25200100	SODDING	SQ YD	4,300.000	=		
25200200	SUPPLE WATERING	UNIT	100.000	=		
28000510	INLET FILTERS	EACH	23.000	=		
35101800	AGG BASE CSE B 6	SQ YD	1,200.000	=		
35102400	AGG BASE CSE B 12	SQ YD	7,500.000	=		

FAU 2732
 00-00115-01-WR (BROOKFIELD)
 COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83881

ECMS002 DTGECM03 ECMR003 PAGE 5
 RUN DATE - 01/26/07
 RUN TIME - 183304

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
35300300	PCC BSE CSE 8	SQ YD	400.000	=		
35400300	PCC BASE CSE W 8	SQ YD	225.000	=		
40200800	AGG SURF CSE B	TON	2,200.000	=		
40600100	BIT MATLS PR CT	GALLON	1,700.000	=		
40600300	AGG PR CT	TON	100.000	=		
40600625	LEV BIND MM N50	TON	150.000	=		
40603335	HMA SC "D" N50	TON	270.000	=		
40701801	HMA PAVT FD 6	SQ YD	1,200.000	=		
40701861	HMA PAVT FD 9	SQ YD	7,500.000	=		
42101300	PROTECTIVE COAT	SQ YD	2,500.000	=		
42300300	PCC DRIVEWAY PAVT 7	SQ YD	350.000	=		
42300400	PCC DRIVEWAY PAVT 8	SQ YD	50.000	=		
42400200	PC CONC SIDEWALK 5	SQ FT	7,700.000	=		
42400800	DETECTABLE WARNINGS	SQ FT	350.000	=		
44000100	PAVEMENT REM	SQ YD	9,200.000	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
44000198	HMA SURF REM VAR DP	SQ YD	1,850.000				
44000200	DRIVE PAVEMENT REM	SQ YD	350.000				
44000500	COMB CURB GUTTER REM	FOOT	5,600.000				
44000600	SIDEWALK REM	SQ FT	8,200.000				
54213693	PRC FLAR END SEC 48	EACH	1.000				
55021700	SS 2 RCP CL 3 15	FOOT	310.000				
55021800	SS 2 RCP CL 3 18	FOOT	354.000				
55022000	SS 2 RCP CL 3 24	FOOT	316.000				
55022100	SS 2 RCP CL 3 27	FOOT	345.000				
55022500	SS 2 RCP CL 3 42	FOOT	65.000				
55022600	SS 2 RCP CL 3 48	FOOT	338.000				
55022700	SS 2 RCP CL 3 54	FOOT	324.000				
56103000	D I WATER MAIN 6	FOOT	150.000				
56103100	D I WATER MAIN 8	FOOT	650.000				
56106700	ADJ WATER MAIN 16	FOOT	35.000				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
56400500	FIRE HYDNITS TO BE REM	EACH	2.000			
56400510	FIRE HYDNT REM & REPL	EACH	4.000			
56400820	FIRE HYD W/AUX V & VB	EACH	5.000			
60213800	RD CB 4 DIA T1F OL	EACH	23.000			
60224600	RD MAN 4 DIA T1F CL	EACH	2.000			
60225400	RD MAN 5 DIA T1F CL	EACH	3.000			
60248700	VV TA 4 DIA T1F CL	EACH	1.000			
60266100	VV RECONST	EACH	5.000			
60300305	FR & LIDS ADJUST	EACH	2.000			
60406100	FR & LIDS T1 CL	EACH	7.000			
60500040	REMOV MANHOLES	EACH	9.000			
60500050	REMOV CATCH BAS	EACH	24.000			
60500060	REMOV INLETS	EACH	21.000			
60603800	COMB CC&G TB6.12	FOOT	5,600.000			
67000400	ENGR FIELD OFFICE A	CAL MO	6.000			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
67100100	MOBILIZATION	L SUM	1.000 X	=			
70101800	TRAF CONT & PROT SPL	L SUM	1.000 X	=			
70106800	CHANGEABLE MESSAGE SN	CAL MD	1.000 X	=			
72000100	SIGN PANEL T1	SQ FT	75.000 X	=			
72900100	METAL POST TY A	FOOT	25.000 X	=			
72900200	METAL POST TY B	FOOT	160.000 X	=			
78000200	THPL PVT MK LINE 4	FOOT	3,700.000 X	=			
78000400	THPL PVT MK LINE 6	FOOT	600.000 X	=			
78000650	THPL PVT MK LINE 24	FOOT	50.000 X	=			
TOTAL				\$			

- NOTE:
1. EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.
 2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.
 3. IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE.
 4. A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN.

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

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I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ___ NO ___
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

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

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

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

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

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

Yes ___ No ___

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ___ No ___

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

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

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative _____ Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Project M-8003(712)
Route FAU 2732 (Prairie Avenue)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

In addition to the Required Contract Provisions for Federal-Aid Construction Contracts (FHWA 1273), all bidders make the following certifications.

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:
1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
 2. If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES _____ NO _____

RETURN WITH BID

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Project M-8003(712)
Route FAU 2732 (Prairie Avenue)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

(IF A CORPORATION) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW) Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Project M-8003(712)
Route FAU 2732 (Prairie Avenue)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., March 9, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 83881
COOK County
Section 00-00115-01-WR (Brookfield)
Project M-8003(712)
Route FAU 2732 (Prairie Avenue)
District 1 Construction Funds**

Project consists of pavement reconstruction, curb and gutter removal and replacement, driveway pavement removal and replacement, storm sewer installation, combination sewer repairs, thermoplastic pavement markings and all other incidental work to complete the project on FAU Route 2732 (Prairie Avenue) from Brookfield Avenue to Washington Avenue in the Village of Brookfield.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

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No Supplemental Specifications this year.

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LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07)	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 400	"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07)	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality PCC pavements for low volume roads.	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved bituminous patching mixtures.	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07)	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02)	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge to be added when short loads are expected during the contract.	
LR 542	"Pipe Culverts, Type _____ (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07)	
LR 663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07)	
LR 702	"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision.	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold mix asphalt.	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS
For the January 19 and March 9, 2007 Lettings

The following special provisions indicated by an "x" are applicable to this contract. An * indicates a new or revised special provision for the letting.

File Name	Pg#	Special Provision Title	Effective	Revised
* 80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
* 72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)	June 1, 1989	Jan. 2, 2007
* 50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 80166	56	X Cement	Jan. 1, 2007	
* 80029	59	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80168	67	X Errata for the 2007 Standard Specifications	Jan. 1, 2007	
* 80169		High Tension Cable Median Barrier	Jan. 1, 2007	
* 80142	69	X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)	Jan. 1, 2005	Jan. 1, 2007
* 80136		Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75".)	Nov. 1, 2004	Jan. 1, 2007
* 80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
* 80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
* 80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	70	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148	72	X Planting Woody Plants	Jan. 1, 2006	
* 80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
* 80170		Portland Cement Concrete Plants	Jan. 1, 2007	
* 80171	73	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	75	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
* 80160		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80151	80	X Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
* 80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80131	82	X Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
* 80152	84	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
* 80132	89	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
80127	91	X	Steel Cost Adjustment	April 2, 2004	Jan 1, 2007
80153			Steel Plate Beam Guardrail	Nov 1, 2005	Jan 1, 2007
80143	95	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan 1, 2007
80087	96	X	Temporary Erosion Control	Nov 1, 2002	Jan 1, 2007
80161			Traffic Signal Grounding	April 1, 2006	Jan 1, 2007
20338	97	X	Training Special Provisions	Oct. 15, 1975	
80154			Turf Reinforcement Mat	Nov 1, 2005	Jan 1, 2007
80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan 1, 2007
80149			Variable Spaced Tining	Aug 1, 2005	Jan 1, 2007
80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan 1, 2007
80071	100	X	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

80139 Portland Cement This special provision is now covered in a BMPR Policy Memorandum "Portland or Blended Cement Acceptance Procedure for Qualified and Non-Qualified Plants".

80120 Precast, Prestressed Concrete Members This special provision is now in BMPR's "Manual for Fabrication of Precast Prestressed Concrete Products".

80145 Suspension of Slipformed Parapets This special provision is no longer required.

The following special provisions are either in the 2007 Standard Specifications or the 2007 Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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:

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, herein referred to as the Standard Specifications, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the Manual of Test Procedures for Materials in effect on the date of invitation for bids, herein referred to as the Specifications, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern the construction of:

**FAU 2732 PRAIRIE AVENUE
PROJECT M-8003(712)
VILLAGE SECTION 00-00115-01-WR
VILLAGE OF BROOKFIELD
COOK COUNTY**

LOCATION OF PROJECT

The location of the project shall be on Prairie Avenue beginning at Brookfield Avenue (Sta 4+65) and ending at Washington Avenue (Sta 23+25) within the Village of Brookfield in Cook County for a total length of 2,844 feet (0.54 miles).

DESCRIPTION OF PROJECT

This project includes the reconstruction of Prairie Avenue from Brookfield Avenue to Washington Avenue. The work shall include the removal of the existing pavement, curb and gutter, and driveway aprons, installation of new storm sewers and drainage structures, installation of 8" water main on Forest Avenue, installation of new combination sewers on Forest Avenue, replacement of certain sections of the existing combined sewer, installation of curb and gutter, driveway aprons, private entrance sidewalks, aggregate base course, bituminous concrete binder, bituminous concrete surface course, and pavement marking, restoring the parkways with topsoil and sod, and all other appurtenant work necessary to complete the project.

PROJECT STAGING AND LOCAL ACCESS

During the construction of the project, Prairie Avenue will be closed to through traffic from Brookfield Avenue to Washington Avenue. Local access will be provided at Lincoln and Grant Avenue. While the storm sewer, combined sewer, and concrete work is being performed, on-street parking will be allowed on at least one side of the street and 2 through lanes to permit local access will be maintained during non-working hours.

The contractor will maintain access to the intersections of Lincoln and Grant Avenue at all times including during the reconstruction of the pavement so that residents will have access to their properties on Prairie Avenue.

NOTIFICATION OF RESIDENTS

The Contractor will be responsible for providing written notice to all residences and/or places of business at least one (1) working day prior to performing any construction activity that will eliminate access to their property. The written notice shall be approved by the Engineer and the Village prior to the beginning of construction.

EXISTING UTILITIES

The Contractor's responsibilities with respect to existing utilities shall be as described in Articles 105.07 and 107.31 of the Standard Specifications except as modified or supplemented herein.

The Contractor shall be responsible for determining the location of all utilities that may be in conflict with the proposed project. The Contractor shall conduct his operation to avoid damage to the above-mentioned utilities or structures. Should any damage occur due to the Contractor's negligence, repairs shall be made at the Contractor's expense in a manner acceptable to the Engineer or utility owner. The names of representatives of the utility companies involved are listed below. The Contractor shall notify each of the representatives prior to commencing work and proceed with the work using procedures that will not impair the operations of the utility systems.

UTILITY CONTACTS / UTILITIES TO BE RELOCATED

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocations or Adjustments</u>
Electric: ComEd 25000 S Governors Highway University Park, Illinois 60466 Attn: Alan Huffman 708-235-2663	Power Poles	Various (See Plans)	To Be Determined
Gas: NiCor P.O. Box 190 Aurora, Illinois 60507 Attn: Mr. Scott Stodskill Phone: 630-355-8000			
Telephone: SBC (Ameritech) 2427 Union Street, Floor 2 Blue Island, Illinois 60406 Attn: Mrs. Yvonne Braglia Phone: 708-396-7631			
Water/Sewer: Village of Brookfield 8820 Brookfield Avenue Brookfield, Illinois 60517 Attn: Mr. Bill Brandt Phone: 708-485-2540			

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on the 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. The Contractor as required by the Engineer will provide traffic control and protection for maintenance of roadways

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.

STORM AND SANITARY SEWER SPECIAL PROVISIONS

RESTRICTED DEPTH CATCH BASINS, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and grates, necessary to construct a restricted depth catch basin in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

Flat tops (Standard 602601-01) shall be used in lieu of the tapered tops.

Basis of Payment: This work will be paid for at the Contract unit price Each for RESTRICTED DEPTH CATCH BASINS, 4' DIAMETER, TYPE 1 FRAME, OPEN LID.

BOX STRUCTURE

This item consists of furnishing all work and materials, including the necessary cast iron frames and grates, necessary to construct a storm manhole in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

Basis of Payment: This work will be paid for at the contract unit price Each for BOX STRUCTURE.

MANHOLES, TYPE A, 9'- DIAMETER, TYPE 1 FRAME, CLOSED LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and grates, necessary to construct a storm manhole in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

Basis of Payment: This work will be paid for at the contract unit price Each for MANHOLES, TYPE A, 9' DIAMETER, TYPE 1 FRAME, CLOSED LID.

RESTRICTED DEPTH MANHOLES, 5'- DIAMETER, TYPE 1 FRAME, CLOSED LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and grates, necessary to construct a storm manhole in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

Flat tops (Standard 602601-01) shall be used in lieu of the tapered tops.

Basis of Payment: This work will be paid for at the contract unit price Each for RESTRICTED DEPTH MANHOLES, 5' DIAMETER, TYPE 1 FRAME, CLOSED LID.

RESTRICTED DEPTH MANHOLES, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID

This item consists of furnishing all work and materials, including the necessary cast iron frames and grates, necessary to construct a restricted depth manhole in accordance with Section 602 of the "Standard Specifications", the detail shown on the plans and conforming to the lines, grades, and dimensions shown on the construction plans.

Flat tops (Standard 602601-01) shall be used in lieu of the tapered tops.

Basis of Payment: This work will be paid for at the Contract unit price Each for RESTRICTED DEPTH MANHOLES, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID.

EXPLORATORY EXCAVATION

This work shall be in accordance to Section 213 of the Standard Specifications for Road and Bridge Construction except that this item will be used to pay for exposing or determining the presence of any existing Village owned utility and constructing a trench for the purpose of locating existing Village owned utilities within the limits of the proposed improvement. The exploration trench shall be constructed at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This work will be paid for at the Contract unit price per Cubic Yard for EXPLORATORY EXCAVATION.

PIPE UNDERDRAINS, PERFORATED POLYVINYL CHLORIDE PIPE, 6"

Two (2), 3-foot sections of perforated, PVC pipe underdrain meeting the material requirements of Article 1040 03(b) shall be installed in each drainage structure. The underdrain shall be installed as per the details on the plans and shall be laid parallel to the curb and gutter.

This item shall be installed in accordance with Section 601 of the Standard Specifications for Road and Bridge Construction and Check Sheet 19 of the Recurring Special Provisions.

Basis of Payment: This work shall be paid for the Contract unit price per Foot for PIPE UNDERDRAINS, PERFORATED POLYVINYL CHLORIDE PIPE, 6"

STORM SEWER STRUCTURES

Pre-cast reinforced concrete sections fabricated in accordance with ASTM C-478 will be used on all structures and reconstructed structures. Final adjustment shall be made using pre-cast adjusting rings. A maximum of 6" of adjusting rings will be permitted.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the various storm sewer structures in the contract.

FRAMES AND LIDS, TYPE I

All combined sewer closed lids shall be self-sealing with recessed pick holes. All frames with closed lids to be furnished as part of this contract for construction, adjustment, or reconstruction of any manhole or valve vault shall have cast into the lid one of the following words:

Structure Type	Neenah Foundry* Frame and Lid	Self Sealing	Word Cast Into Lid
Sanitary Manhole	R-1713-B	YES	SANITARY
Sanitary Manhole with Bolted Lid	R-1916-B	YES	SANITARY
Combination Manhole	R-1713-B	YES	SANITARY
Combination Manhole with Bolted Lid	R-1916-B	YES	SANITARY
Storm Manhole	R-1713-B	NO	STORM
Valve Vault	R-1713-B	YES	WATER
Catch Basin	R-2504-D	NO	-----
Inlet	R-2504-D	NO	-----

* Note: Or approved equal.

Basis of Payment: The frame and lid shall be included in the unit price of any new structure placed as part of the project. In the case of an existing structure that is to be adjusted or reconstructed the frame and lid shall be paid for at the Contract unit price for Each of FRAMES AND LIDS, TYPE 1 CLOSED LID.

STORM SEWERS, PVC, SDR 26, 8"

This item shall include the storm sewer that connects drainage structures located in the curb and gutter to the proposed storm sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for STORM SEWERS, PVC, SDR 26, 8" which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

STORM SEWERS, (POLYVINYL CHLORIDE) SDR 26, 10"

This item shall include the storm sewer that connects drainage structures located in the curb and gutter to the proposed storm sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for STORM SEWERS, (POLYVINYL CHLORIDE) SDR 26, 10" which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

STORM SEWERS, PVC, SDR 26, 12"

This item shall include the storm sewer that connects drainage structures located in the curb and gutter to the proposed storm sewer system. In those locations indicated on the Plans, polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for STORM SEWERS, PVC, SDR 26, 12" which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

12" PVC COMBINED SEWER PIPE REPLACEMENT

This item shall include the replacement of 12" diameter combined sewer pipe. In those locations indicated on the Plans, the existing combined sewer pipe shall be cut and removed and polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction". The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

The Contractor shall be paid per lineal foot of pipe installed up to the designated length shown on the plans. Any additional pipe that needs to be replaced will be included under this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for 12" PVC COMBINED SEWER PIPE REPLACEMENT which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

15" PVC COMBINED SEWER PIPE REPLACEMENT

This item shall include the replacement of 15" diameter combined sewer pipe. In those locations indicated on the Plans, the existing combined sewer pipe shall be cut and removed and polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-3034. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction". The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

The Contractor shall be paid per lineal foot of pipe installed up to the designated length shown on the plans. Any additional pipe that needs to be replaced will be included under this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for 15" PVC COMBINED SEWER PIPE REPLACEMENT which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

SANITARY SEWERS, PVC, 6"

This item shall include the replacement of certain sections of 6" diameter sanitary services that connect to the sections of combined sewer that are being replaced. In those locations indicated on the Plans or as directed by the Engineer, the existing sanitary sewer service pipe shall be cut and removed and polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed.

For services connecting to a combined sewer that is 12" in diameter or less, the 6" service pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477.

For services connecting to a combined sewer that is 15" in diameter or greater, the 6" service pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-3034. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477.

Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main

Construction".

The sewer replacement shall typically include replacement of the riser pipe and the existing service at least to a point in back of the proposed curb and gutter. The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for SANITARY SEWERS, PVC, 6" which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to replace the existing sewer service pipe in accordance with the Specifications.

SANITARY SEWERS, PVC, 8"

This item shall include the installation of a new sanitary sewer on the east side of Forest Avenue. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for SANITARY SEWERS, PVC, 8" which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

SANITARY SEWERS PVC, 12"

This item shall include the replacement of a section of the combined sewer on Forest Avenue to allow for the installation of the proposed storm sewer. The pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

The pipe bedding and backfill to twelve inches (12") above the top of pipe will be included in this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for SANITARY SEWERS, PVC, 12" which price shall include all costs for excavation, pipe bedding and backfill to twelve inches (12") above the top of pipe, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and material necessary to install the pipe in accordance with the Specifications.

6" PVC SEWER SERVICE PIPE REPAIR ACROSS TRENCH

This item shall include the replacement of certain sections of 6" diameter sanitary services that cross the trench for the proposed storm sewer and/or water main. In those locations, as directed by the Engineer the existing sanitary sewer service pipe shall be cut and removed and polyvinyl chloride (PVC) sewer pipe of the size indicated shall be installed.

The repair to existing sewer service pipes that are found to be damaged or need to be replaced to allow for the construction of the proposed improvements shall be paid for under this item. Existing sewer service pipes damaged by the Contractor through negligence will be repaired or replaced as directed by the Engineer at the Contractor's expense.

The 6" service pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477.

Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Foot for 6" PVC SEWER SERVICE PIPE REPAIR ACROSS TRENCH which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, flexible couplings, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to replace the existing sewer service pipe in accordance with the Specifications.

8" x 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the 8" x 6" PVC sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the installation of the proposed sewer. The Contractor will install a new 8" x 6" tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. Any sewer service pipe to be replaced past the bend fitting of the connection shall not be included under this item but shall be paid for under the item for 6" PVC SANITARY SEWER SERVICE PIPE.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Each for 8" x 6" PVC SEWER SERVICE CONNECTIONS which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to complete the work in accordance with the Specifications.

12" x 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the 12" x 6" PVC sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will install a new 12" x 6" tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. Any sewer service pipe to be replaced past the bend fitting of the connection shall not be included under this item but shall be paid for under the item for 6" PVC SANITARY SEWER SERVICE PIPE.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Each for 12" x 6" PVC SEWER SERVICE CONNECTIONS which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to complete the work in accordance with the Specifications.

15" x 6" PVC SEWER SERVICE CONNECTIONS

This item shall include the 15" x 6" PVC sewer service connections to be replaced. The Contractor will be required to connect the existing sewer services to the proposed sewer during the replacement of the existing sewer. The Contractor will install a new 15" x 6" tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. Any sewer service pipe to be replaced past the bend fitting of the connection shall not be included under this item but shall be paid for under the item for 6" PVC SANITARY SEWER SERVICE PIPE.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-3034. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Each for 15" x 6" PVC SEWER SERVICE CONNECTIONS which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to complete the work in accordance with the Specifications.

12" x 6" PVC SEWER SERVICE CONNECTIONS (SPECIAL)

This item shall include the replacement of the 12" x 6" sewer service connections that are to be replaced when the sanitary service is relocated out of conflict with the proposed storm sewer and no main line combination sewer is being replaced. In those locations indicated on the Plans or as directed by the Engineer, the Contractor will install a new 12" x 6" tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. Any sewer service pipe to be replaced past the bend fitting of the connection shall not be included under this item but shall be paid for under the item for 6" PVC SANITARY SEWER SERVICE PIPE.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-2241 (water quality pipe). The joints shall be rubber gasket and conform to ASTM designations D-3139 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Each for 12" x 6" PVC SEWER SERVICE CONNECTIONS (SPECIAL) which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to complete the work in accordance with the Specifications.

15" x 6" PVC SEWER SERVICE CONNECTIONS (SPECIAL)

This item shall include the replacement of the 15" x 6" sewer service connections that are to be replaced when the sanitary service is relocated out of conflict with the proposed storm sewer and no main line combination sewer is being replaced. In those locations indicated on the Plans or as directed by the Engineer, the Contractor will install a new 15" x 6" tee fitting, riser section of the service, and the bend fitting used to level the existing service as part of this item. Any sewer service pipe to be replaced past the bend fitting of the connection shall not be included under this item but shall be paid for under the item for 6" PVC SANITARY SEWER SERVICE PIPE.

The fittings and riser pipe shall have a minimum standard dimension ratio (SDR) of 26 and shall conform to ASTM designation D-3034. The joints shall be rubber gasket and conform to ASTM designations D-3212 and F-477. Pipe installation shall be in accordance with Section 31 of the "Standard Specifications for Water and Sewer Main Construction".

Basis of Payment: This item shall be paid for at the Contract unit price per Each for 15" x 6" PVC SEWER SERVICE CONNECTIONS (SPECIAL) which price shall include all costs for excavation, removal of the existing pipe, pipe bedding and backfill, pipe installation, disposal of excavated material, control of sewer flows, and all other labor, equipment, and materials necessary to complete the work in accordance with the Specifications.

RESTRICTED DEPTH COMBINED SEWER MANHOLES, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID

A four-foot (4') diameter combined sewer manhole shall be constructed at the location shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary.

ANY PIPE, UP TO FOUR FEET (4') IN LENGTH PER EACH PIPE, USED TO CONNECT EXISTING PIPES TO THE PROPOSED STRUCTURE SHALL BE INCLUDED IN THE COST OF THE STRUCTURE. ALL TRENCH BACKFILL WILL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE.

The removal of structures where a new structure is to be installed in the same location will not be paid for separately but shall be included in the cost of the new structure.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for RESTRICTED DEPTH COMBINED SEWER MANHOLES, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID which price shall include all costs for furnishing the labor, materials, and equipment to excavate, furnish and install the complete structure including the frame and lid to the proper grade, and backfill the excavated area with crushed stone after the installation of the structure has been completed in accordance with the Specifications.

STRUCTURES TO BE RECONSTRUCTED

This item shall consist of the reconstruction of existing manholes, catch basins, and valve vaults at locations shown on the plans or as directed by the Engineer. The reconstruction work shall not disturb the existing bench but shall be concentrated upon the reconstruction of all defective barrel, cone, and adjustment sections. The Engineer shall mark the depth to which the structure shall be reconstructed prior to the beginning of the work on the structure. The pavement disturbed by the reconstruction will be replaced with concrete base course to the grade of the level binder.

Only precast concrete barrel, cone, flat top, and adjustment ring sections shall be used to replace defective sections of the structure. It shall be the Contractor's responsibility to determine the size of the existing structure. No additional payment shall be made for the various sizes of structures encountered. Any manholes, catch basins, or valve vaults which are reconstructed shall have all debris removed from the bench regardless of whether it resulted from the construction project.

All precast cone sections will have a flat surface on the bottom edge that rests on the remaining portion of the existing structure.

ANY PIPE, UP TO FOUR FEET (4') IN LENGTH PER EACH PIPE, USED TO CONNECT EXISTING PIPES TO THE STRUCTURE TO BE RECONSTRUCTED SHALL BE INCLUDED IN THE COST OF THE STRUCTURE TO BE RECONSTRUCTED. ALL TRENCH BACKFILL WILL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE TO BE RECONSTRUCTED.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for VALVE VAULTS TO BE RECONSTRUCTED which price shall include all costs for excavation, removal of the pavement, disposal of the excess material, barrel sections, cone or flat top section, pipe, pipe connections, backfill, adjustment rings, butyl rubber gasket compound, placement of the concrete base course, and all labor, equipment, and material necessary to complete the reconstruction of the structure in accordance with the Specifications.

TELEVISION INSPECTION OF SEWER

This item shall consist of the televised inspection of combined sewers on Prairie Avenue. The Contractor shall televise the entire length of combined sewer from manhole to manhole for all combined sewers on Prairie Avenue. The televised inspection shall take place no less than thirty (30) days after the point repairs have been completed and at least 30 days prior to the installation of the bituminous surface.

The combined sewers to be televised as part of this pay item were cleaned and televised in 2000 and are assumed to be in good condition. This item shall include any cleaning that is necessary to televise the sewers according to the Specifications.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of TELEVISION INSPECTION OF SEWER of the various designated diameter sewers. This unit price shall include all costs for furnishing labor, materials, and equipment necessary to complete this item in accordance with these Specifications.

SANITARY SEWER SERVICE REPLACEMENT

Portions of the sanitary sewer services that cross the proposed storm sewer have been shown to be replaced. Only those sanitary sewer services that are in conflict with the proposed storm sewer will be replaced.

For those sanitary sewer services that are to be replaced, certain sewer services that connect to the combined sewer via a prefabricated tee or wye fitting will be replaced up to a point approximately 2' from the existing combined sewer. The existing tee or wye fitting will not be replaced.

For those sanitary sewer services that are to be replaced, certain sewer services that connect to the combined sewer via a "break-in" connection will be replaced up to the existing combined sewer including the installation of a new tee fitting.

Basis of Payment: This item will not be paid for separately but will be included in the 6" PVC SEWER SERVICE PIPE REPAIR ACROSS TRENCH item.

PRECAST CONCRETE SECTIONS FOR STRUCTURES

All new structures and structures to be reconstructed shall be built with precast reinforced concrete sections fabricated in accordance with A.S.T.M. Designation C-478.

STRUCTURE ADJUSTMENTS

Structures, which lie in the pavement, will not be adjusted to final grade until the bituminous concrete binder course has been placed. Prior to the placement of this binder course the structures will either be left below the finished grade or plated over. The Contractor shall take care when setting the structure so as to insure that a nine inch (9") frame and the minimum 2" of grade rings can be placed on top of the uppermost precast section of the structure in order to reach the finished grade. After the binder course has been placed, the Contractor shall saw-cut and then remove the pavement around the structure to allow sufficient space for a proper adjustment to be made. The Contractor shall place mastic rope between concrete rings and between the rings and frame. The Contractor shall also apply a one-quarter inch (1/4") layer of butyl rubber gasket sealant to the external diameter of the concrete grade adjustment rings. The void created by the pavement removal shall then be cleaned and filled with Class PV concrete from the bottom of the void to the surface of the binder course.

Structures, which are located in the curb and gutter, shall not be adjusted to final grade until the curb and gutter has been placed to within five feet (5') of each side of the structure. At this time the Contractor may adjust the structure to the proper elevation to achieve drainage of the curb and gutter.

Frames located in the curb and gutter shall be pitched 1-1/2". Frames located in the pavement shall be pitched to match the cross slope of the pavement. The Contractor may use solid pieces of concrete or brick as shims to pitch the frame. The use of rocks to adjust the frames will not be permitted. The shims must also be placed in a bed of mortar at the time of the adjustment. The Contractor will not be allowed to shim the frame and then come back later to mortar the voids between the frame and the structure.

No extra compensation will be given to the Contractor for any of the work or materials described above and in no case will the Contractor be paid for an additional adjustment on any proposed or reconstructed structures.

CONNECTION OF DISSIMILAR PIPE MATERIALS

Flexible connectors shall be used where new sewer pipes are to be connected to existing sewer pipes. The flexible connectors shall consist of a synthetic rubber sleeve, which will resist deterioration caused by wastes found in sewers and two stainless steel straps. The connectors shall be "MISSION" couplings, "FERNCO" couplings, or equal. All labor and material required to connect new sewer pipe to existing sewer pipe shall be considered incidental to the contract.

WATER MAIN SPECIAL PROVISIONS

DUCTILE IRON WATER MAIN 8"

This item shall include the installation of eight-inch (8") water main at the locations shown on the Plans. The work shall include excavating the trench, disposing or replacing the excavated materials, furnishing and placing the pipe, furnishing and installing the polyethylene encasement around the pipe, furnishing and placing the bedding material under and to twelve inches (12") above the pipe, and properly compacting the materials placed into the trench after the installation of the water main.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of DUCTILE IRON WATER MAIN 8" which price shall include all costs for furnishing the labor, material, and equipment necessary to install the water main at the proper line and grade in accordance with the details shown on the plans and as described in the Specifications.

DUCTILE IRON WATER MAIN 6"

This item shall include the installation of six-inch (6") water main at the locations shown on the Plans. The work shall include excavating the trench, disposing or replacing the excavated materials, furnishing and placing the pipe, furnishing and installing the polyethylene encasement around the pipe, furnishing and placing the bedding material under and to twelve inches (12") above the pipe, and properly compacting the materials placed into the trench after the installation of the water main.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of DUCTILE IRON WATER MAIN 6" which price shall include all costs for furnishing the labor, material, and equipment necessary to install the water main at the proper line and grade in accordance with the details shown on the plans and as described in the Specifications.

DUCTILE IRON PIPE WATER MAINS

All Ductile Iron Pipe water mains shall be Class 52, cement-lined and tar-coated, meeting the requirements of Specifications ANSI/AWWA C151/A21.51 with "push-on" joints meeting the requirements of Specifications ANSI/AWWA C111/A21.11. Where specified on the plans, or in these Specifications, mechanical joints and "Lock-Type" joints shall be used in lieu of "push-on" joints.

POLYETHYLENE ENCASEMENT

All proposed water main will be encased within four (4) mil thick, high-density polyethylene tubing. All fittings shall be encased in a double-layer of polyethylene tubing. The polyethylene material shall be manufactured and installed in compliance with ANSI/AWWA C105/A21.5. All proposed water services shall be encased in polyethylene tubing for a minimum distance of three (3') from the proposed water main.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the various sizes of water main included in the contract.

VALVE VAULTS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID

Where indicated on the Plans, four-foot (4') diameter, precast, reinforced concrete valve vaults shall be installed over newly installed gate valves. Openings shall be cast into the lower barrel section to allow the water main to pass through the vault. The openings shall be large enough so no part of the barrel section rests directly on the water main or fittings. The void between the pipe and barrel shall be sealed with cement brick and mortar and a coat of mortar one-half inch (1/2") thick applied on the inside and outside of the brick and mortar void.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for VALVE VAULTS, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID which price shall include all costs for furnishing labor, materials, and equipment necessary to construct this item in accordance with the details shown on the Plans and in accordance with the Specifications.

DUCTILE IRON FITTINGS AND ACCESSORIES

Unless listed under other Contract items, all bends, crosses, tees, sleeves of all types, reducers, plugs or caps, and other fittings required to assemble and secure the proposed water mains along the route shown on the Plans shall be included under this item.

All pipe fittings and special castings shall be ductile iron conforming to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 Specifications and shall meet the minimum requirements of Class 150 Ductile Iron Pipe.

The costs for furnishing and installing the standard joint accessories (gland, gasket, and bolts) for these fittings shall be considered incidental to the Contract unit price for this item and shall not be paid for separately. **The payment under this item shall be based upon the weight of the fitting's body casting only.**

As a minimum, all joints will be restrained with standard retainer glands. The retainer glands will not be paid for separately but shall be considered incidental to the cost of the fitting. In certain critical locations, retainer glands will be used and will be paid for separately under the item for RESTRAINED JOINTS. The engineer shall indicate the locations where the retainer glands are to be installed.

All fittings shall be manufactured in the USA. The manufacturer will furnish a certificate acknowledging the same to the Engineer.

The Contractor shall maintain a list of fittings installed and shall provide an invoiced listing of the body casting weights of these fittings to be used for determining the payment for this item. All concrete blocking to be furnished and installed shall be considered incidental work under this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Pound for DUCTILE IRON FITTINGS AND ACCESSORIES which price shall include all costs for providing the labor, equipment, and material necessary to furnish and install the required fittings, joint accessories, and thrust blocking in accordance with the Specifications.

RESTRAINED JOINT, 8"

At locations specified by the Engineer, water main fittings shall be restrained by the use of Retainer Glands.. These retainer glands will only be paid for at locations where they have been specified by the Engineer.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for RESTRAINED JOINT, 8" which price shall include all costs for providing the labor, equipment, and material necessary to furnish and install this item in accordance with the manufacturer's instructions.

RESTRAINED JOINT, 6"

At locations specified by the Engineer, water main fittings shall be restrained by the use of Retainer Glands. These retainer glands will only be paid for at locations where they have been specified by the Engineer.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for RESTRAINED JOINT, 6"

which price shall include all costs for providing the labor, equipment, and material necessary to furnish and install this item in accordance with the manufacturer's instructions.

WATER SERVICE CONNECTION, (SHORT)

This item shall include the installation of 1" copper water services to certain properties located on the west side of Forest Avenue.

A corporation tap shall be made into the water main and 1" copper water service pipe, Type K, shall be installed from the tap to a new curb stop (roundway complete with box) to be located as shown on the Plans. The proposed water service will connect with the existing water service on private property side of the new water service box. The average length of new copper pipe to be installed is estimated at being eight feet (8').

The Contractor will not backfill the water service until a representative from the Village or the Engineer has inspected all connections with the service under pressure.

Also included for payment under this item is the abandonment of the existing water service. The Contractor will remove and dispose of the top section of the existing water service box. The remainder of the water service box will be filled with compacted trench backfill.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for WATER SERVICE CONNECTION (SHORT) which price shall include all costs for furnishing the labor, equipment, and materials necessary to excavate and expose the existing water service, make the tap into the new water main, furnish and install the curb stop and box, copper pipe (Type K), and connecting fittings, make the connections at the tap, curb stop, and existing water service, abandoning the existing water service box, and to perform any other work necessary to complete the installation of the new water service in accordance with the Specifications.

WATER SERVICE CONNECTION (LONG)

This item shall include the installation of 1" copper water services to certain properties located on the east side of Forest Avenue and the east side of Prairie Avenue.

A corporation tap shall be made into the existing ten inch (10") water main water main and 1" copper water service pipe, Type K, shall be installed from the tap to a new curb stop (roundway complete with box) to be located as shown on the Plans. The water service box shall be located two feet (2') from the edge of the sidewalk. The proposed water service will connect with the existing water service on private property side of the new water service box.

The long water services shall be installed using a directional boring method. The contractor will not be allowed to set up his equipment on private property nor cause any damage to private property. It is recommended that the Contractor utilize a directional augering machine that can sit in a pit excavated adjacent to the existing water main trench. The method for directional augering the long water services must be approved by the Engineer and the Village prior to the beginning of this work.

The Contractor will not backfill the connections at the corporation stop and the roundway until the Village or the Engineer has inspected all connections with the service under pressure.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for WATER SERVICE CONNECTION (LONG) which price shall include all costs for furnishing the labor, equipment, and materials necessary to excavate and expose the existing water service, make the tap into the new water main, furnish and install the curb stop and box, copper pipe (Type K), and connecting fittings, make the connections at the tap, curb stop, and existing water service, abandoning the existing water service box, and to perform any other work necessary to complete the installation of the new water service in accordance with the Specifications.

GATE VALVES, 8"

All gate valves to be installed in this project shall be Resilient Wedge Gate Valve with mechanical joints.

A 1" corporation tap shall be made into the water main on each side of the valve to allow for testing, chlorinating, and sampling work to be done. The furnishing and installing of these taps shall be considered incidental to the work necessary for this item. All brass corporation taps are to be manufactured in accordance with AWWA C-800 and ASTM B-62 Specifications. The inlet side of corporation assembly is to be machined with AWWA standard threads, while the outlet is to be machined to accept a standard tube nut for attaching flared 1" diameter copper tubing.

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for GATE VALVES, 8" which price shall include all costs for furnishing the labor, equipment, and materials required to install the gate valve and the corporation taps in accordance with the Specifications.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

The locations of the proposed fire hydrants as shown on the Plans are approximate and their exact locations shall be determined in the field during construction.

The fire hydrants to be installed under this Contract shall be of the "breakaway" design having a five and one-quarter inch (5-1/4") main valve opening, four and one-half inch (4-1/2") pumper nozzle, and two (2) two and one-half inch (2-1/2") hose nozzles. The pumper and hose threads shall be National Standard Threads. The inlet connection shall be six inches (6") in size and flanged-type. The depth of bury shall be five feet and six inches (5'-6"), the direction of opening to the left, the size of the operating nut shall be one and one-half inches (1-1/2"), the hydrant packing of the "O" ring type, and the hydrant shall be painted a yellow color. The auxiliary valves shall be 6", flange by mechanical-joint Resilient Wedge Valve.

The valve box to be furnished and installed under this item shall be 8" in diameter and screw type.

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX which price shall include all costs for furnishing the labor, equipment, and material necessary to install the fire hydrant, auxiliary valve, and valve box all in accordance with the details shown on the Plans and as described in the Specifications.

FIRE HYDRANTS TO BE REMOVED AND REPLACED

This item includes removing and replacing existing fire hydrants with new fire hydrants at locations shown on the Plans. In order to replace the fire hydrant the existing tee fitting will be cut-out and removed and a new tee fitting will be installed, 6" ductile iron pipe will be installed from the tee fitting to the location of the new fire hydrant, and a new fire hydrant with an auxiliary valve and box will be installed.

Payment for any fittings, ductile iron pipe, and trench backfill will not be included in this item but shall be paid for under each of their respective pay items.

The fire hydrants to be installed under this Contract shall be of the "breakaway" design having a five and one-quarter inch (5-1/4") main valve opening, four and one-half inch (4-1/2") pumper nozzle, and two (2) two and one-half inch (2-1/2") hose nozzles. The pumper and hose threads shall be National Standard Threads. The inlet connection shall be six inches (6") in size and flanged-type. The depth of bury shall be five feet and six inches (5'-6"), the direction of opening to the left, the size of the operating nut shall be one and one-half inches (1-1/2"), the hydrant packing of the "O" ring type, and the hydrant shall be painted a yellow color. The auxiliary valves shall be 6" flange by mechanical-joint Resilient Wedge Valve.

The valve box to be furnished and installed under this item shall be 8" in diameter and screw type.

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for FIRE HYDRANTS TO BE REMOVED AND REPLACED which price shall include all costs for furnishing the labor, equipment, and material necessary to remove and replace the fire hydrant, auxiliary valve, and valve box in the new location in accordance with the Specifications.

FIRE HYDRANTS TO BE REMOVED

This item includes the removal of existing fire hydrants at locations shown on the Plans. At locations where a new fire hydrant will be installed to replace an existing fire hydrant, the existing fire hydrant and auxiliary valve and box will be excavated, cut, and removed. At locations where a new fire hydrant will not be installed, the riser pipe for the fire hydrant shall be cut 12" below grade and the remaining riser pipe shall be filled with crushed stone. The entire valve box shall be removed.

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for FIRE HYDRANTS TO BE REMOVED which price shall include all costs for furnishing the labor, equipment, and material necessary to remove the fire hydrant and valve box in accordance with the Specifications.

CONNECTION TO EXISTING WATER MAINS (NON-PRESSURE) 6"

This item will include the connection of the proposed eight-inch (8") water main on Forest Avenue to the existing 6" water main on the south end of Forest Avenue. .

To perform the connection, the Contractor, with the assistance and supervision of the Village of Brookfield's Water Department, shall make the necessary valve closings at this location, remove the located fittings and sections of water main, and then proceed to install the connection as detailed on the Plans.

The length of water main, fittings, valves, and valve vaults will each be paid for separately under their respective Contract Pay Items. This item shall include all other work that must be performed at this location by the Contractor and that is not included under the various Contract Pay Items listed in the Schedule of Prices and described in these Specifications.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for CONNECTION TO EXISTING WATER MAINS (NON-PRESSURE) 6" which price shall include all costs for furnishing labor and equipment necessary for exploratory excavation, exposing the water system's mains at this location, shutting down the existing water mains, cutting and removing piping and fittings, abandoning the existing water main, and performing any other additional incidental work not included under other Contract items in order to properly complete the necessary connections in accordance with the Specifications.

CONNECTION TO EXISTING WATER MAINS (NON-PRESSURE) 8"

This item will include the connection of the proposed eight-inch (8") water main on Forest Avenue to the existing 8" water main on the north end of Forest Avenue. .

To perform the connection, the Contractor, with the assistance and supervision of the Village of Brookfield's Water Department, shall make the necessary valve closings at this location, remove the located fittings and sections of water main, and then proceed to install the connection as detailed on the Plans.

The length of water main, fittings, valves, and valve vaults will each be paid for separately under their respective Contract Pay Items. This item shall include all other work that must be performed at this location by the Contractor and that is not included under the various Contract Pay Items listed in the Schedule of Prices and described in these Specifications.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for CONNECTION TO EXISTING WATER MAINS (NON-PRESSURE) 8" which price shall include all costs for furnishing labor and equipment necessary for exploratory excavation, exposing the water system's mains at this location, shutting down the existing water mains, cutting and removing piping and fittings, abandoning the existing water main, and performing any other additional incidental work not included under other Contract items in order to properly complete the necessary connections in accordance with the Specifications.

TRENCH BACKFILL

All trench backfill used under or within two feet (2') of pavements, sidewalks, driveways, and curb and gutter shall be Crushed Stone, Gradation CA-6. Maximum compaction must be obtained by Method 3 (jetting) as described in Article 550.07 of the "Standard Specifications for Road and Bridge Construction".

The crushed stone used for trench backfill must be approved on the Project by the Engineer. The use of crushed concrete will not be allowed. Payment for this item will be based on actual in place measurements taken by the Engineer on the site but in no case will exceed the theoretical volume calculated by using the trench backfill table included in the details shown on the Plans.

Basis of Payment: Payment for this item shall be at the Contract unit price per Cubic Yard of TRENCH BACKFILL which price shall include all costs for furnishing the labor, equipment, and material necessary to place and compact the material within the trenches in accordance with the Specifications.

WATER SERVICE RELOCATION

This item shall include the relocation of certain sections of existing water services that are in conflict with the proposed roadway improvements at locations shown on the plans or as directed by the Engineer. This item will include cutting the existing water service, installing a new copper water service pipe, Type K, of the same size as the existing water service to a new curb stop (roundway complete with box) to be located approximately 2' from the edge of the sidewalk and any fittings that are necessary to connect to the existing water service. The average length of new copper pipe to be installed is estimated at being six feet (6').

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for WATER SERVICE RELOCATION which price shall include all costs for furnishing the labor, equipment, and materials necessary to relocate water service boxes in accordance with the Specifications.

WATER SERVICE RELOCATION (STORM SEWER)

This item shall include the relocation of certain sections of existing water services that are in conflict with the proposed storm sewer at locations shown on the plans or as directed by the Engineer. In addition, this item will also cover the replacement of water service lines where the sanitary sewer service is replaced and are located within the same trench as the sanitary sewer services. This item will include cutting the existing water service, installing a new copper water service pipe, Type K, of the same size as the existing water service to a new curb stop (roundway complete with box) to be located approximately 2' from the edge of the sidewalk and any fittings that are necessary to connect to the existing water service. The relocation may include the adjustment of the elevation so that the service will go either above or below the proposed storm sewer. The average length of new copper pipe to be installed is estimated at being twenty-five feet (25').

Basis of Payment: Payment for this item shall be at the Contract unit price per Each for WATER SERVICE RELOCATION (STORM SEWER) which price shall include all costs for furnishing the labor, equipment, and materials necessary to relocate water service boxes in accordance with the Specifications.

ADJUSTING WATER MAIN, 16"

During the installation of the storm sewer, it may be necessary to adjust the existing 16" water main that crosses Prairie Avenue at Lincoln Avenue due to potential grade conflicts. If necessary, the water main shall be raised or lowered as necessary, depending on the elevations involved. All adjusted pipe shall be ductile iron, Class 52, conforming to AWWA C151. All fittings shall be mechanical joints with restrained joints using retainer glands, and tie rods. Any fittings required to adjust the water main will be paid for under this item and measured per linear foot. No other compensation will be allowed.

The Village Water Department must be contacted to schedule a water main shut down 48 hours prior to anticipated shut down. The Contractor must have all necessary fittings and hardware required at the job site prior to the main being shut down. Once the shut down is made, the Contractor shall work straight through until the adjustment is complete and the water main placed back in service.

Prior to installation, all water main pipe sections and fittings shall be thoroughly cleaned and swabbed with a concentrated chlorine solution.

Basis of Payment: Payment for this item shall be at the Contract unit price per Foot for ADJUSTING WATER MAIN, 16" which price shall include all costs for furnishing the DIP, joints, bends, sleeves, and all other labor and materials necessary to complete the adjustment of the water main accordance with the Specifications.

WATER MAIN REMOVAL, 6"

This item shall include the removal of the existing 6" water main along Forest Avenue that is in conflict with the installation of the proposed 12" combined sewer.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of WATER MAIN REMOVAL, 6" which price shall include all costs for furnishing the labor, material, and equipment necessary to remove the existing water main in accordance with the Specifications.

PRESSURE TESTING AND DISINFECTION

The new water mains or any valved sections of it shall be subject to a hydrostatic pressure test in basic compliance with Section 41-2.13 of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The pipe shall be subjected to a hydrostatic pressure of one hundred fifty (150) pounds per square inch. Duration of each pressure test shall be for a period of not less than two (2) hours for pipes that have been backfilled before tests are made.

All joints showing visible leaks shall be repaired until tight. Any cracked or defective pipe, fitting, or valves discovered in consequence of this pressure test shall be removed and replaced by the Contractor with sound material and the test shall be repeated.

Suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under the specified test pressure. Allowable leakage shall not be greater than that computed by the following table.

<u>Diameter of Pipe</u>	<u>Allowable Leakage in Gal/Hr/1,000 Ft</u>
12 Inch	1.10
10 Inch	0.92
8 Inch	0.74
6 Inch	0.55

Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section of it necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

The supply of water necessary to pressure-test and disinfect the proposed water main shall be provided by the Village of Brookfield through connections to its water system.

After satisfactory completion of the hydrostatic testing, the piping shall be flushed to remove any solutions, debris, or contaminated materials that may have lodged within the piping. The flow velocity of the water in the piping during the flushing shall be not less than 2.5 feet per second and shall be a maximum velocity sufficient to deliver clear, debris-free water at the discharge point. Water mains shall be disinfected by or under the direction of an experienced professional chlorination technician retained by the Contractor, in a manner acceptable to the Engineer and the State Department of Health. After the chlorination process, water samples shall be collected at each of the sampling taps and submitted to the laboratory for bacteriological examination of two (2) separate days. Should the chlorination fail to result in approval, the chlorination procedures shall be repeated until satisfactory results are obtained. Sampling taps shall not be paid for as a separate item, but shall be incidental to the Contract.

Basis of Payment: This item shall be paid for at the Contract Lump Sum price for PRESSURE TESTING AND DISINFECTION which price shall include all cost for furnishing the labor and equipment necessary to pressure test and disinfect the proposed water mains in accordance with the Specifications.

SHUT DOWNS AND WATER SERVICE RECONNECTIONS

The Village of Brookfield's Public Works Department shall be given two (2) days advance notice of any work to be done by the Contractor that will involve the Village's existing water system. The Village Water Department's approval must be obtained prior to any such work being undertaken by the Contractor.

The Village Water Department will offer assistance in any necessary shut downs of existing water mains; however, it will be the Contractor's responsibility to provide the necessary labor and equipment for making these shut downs.

The Contractor shall have all necessary materials and equipment on hand at the locations of water main replacement and water service reconnections before the water services are cut or shut downs are made. The shut-down period for performing water main replacement and water service reconnections shall not exceed eight (8) hours.

CONCRETE SPECIAL PROVISIONS

FORMS FOR CONCRETE SIDEWALKS, DRIVEWAYS, AND GUTTER FLAGS

A 2" X 6" board will be used as a form for all sidewalks to be installed five inches (5") in thickness. A 2" X 8" board will be used as a form for all sidewalks and driveways to be installed seven inches (7") in thickness. All forms must be of a minimum height of the proposed thickness of the respective concrete items to be installed.

AGGREGATE BEDDING FOR CONCRETE WORK

New sidewalk and driveway pavement shall be placed on a minimum of two inches (2") of compacted CA-6 stone bedding. Additional aggregate required to adjust the existing elevation of the subgrade to the proposed elevation will be included as part of this work.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the respective concrete items in the contract.

SIDEWALK AND DRIVEWAY PAVEMENT REMOVAL

This work shall be done in accordance with Section 440 of the Standard Specifications with the exception that it will also include the removal of concrete, brick, block, aggregate, flagstone, and bituminous sidewalks and driveways. This item will also include any excavation necessary to reach the subgrade for the proposed sidewalk or driveway pavement.

In the case where a new sidewalk or driveway pavement is being installed where none existed previously, this item will include the excavation necessary to reach the subgrade of the proposed sidewalk or driveway pavement.

COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12

This item will consist of the placement of new combination concrete curb and gutter at locations shown on the plans or as directed by the Engineer. The construction of the combination concrete curb and gutter shall be in accordance with Section 606 of the Standard Specifications and the details for this item as shown on the Plans.

At any locations where sidewalk, driveways or concrete median are adjacent to the back of curb, the area behind the curb shall be backfilled with crushed stone meeting the CA-7 gradation. The price for furnishing and installing the crushed stone shall be considered incidental to this item.

Where construction of this pay item occurs within the root zone of existing plant material, root pruning and special plant care will be required as specified in Article 201.06 of the Specifications.

Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints, three inches (3") in depth, shall be saw-cut at a maximum fifteen foot (15') spacing and at other locations as may be designated by the Engineer.

One-inch (1") thick wooden forms will be used in the forming of all radius sections of curb and gutter. Masonite and steel sheeting will not be allowed.

Additionally included in this item is furnishing and placing the crushed stone cushion, expansion joints, dowel bars, forming, concrete needed to construct the curb and gutter, backfilling the curb and gutter, and all labor, material, and equipment necessary to construct this item.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12.

PORTLAND CEMENT CONCRETE BASE COURSE, 8"

This item will include the installation of PORTLAND CEMENT CONCRETE BASE COURSE, 8" to replace the concrete base pavement that is removed in order to install the proposed storm sewer along Lincoln Avenue.

This work will be performed in accordance with Section 442 except that saw-cutting the existing pavement, two inch layer of Aggregate Base Course and the epoxy-steel reinforcement shall be included in the costs for this item.

PORTLAND CEMENT CONCRETE BASE COURSE WIDENING, 8"

This item will include the installation of PORTLAND CEMENT CONCRETE BASE COURSE WIDENING, 8" on Forest Avenue north of the area being reconstructed and where the existing pavements are disturbed for the installation of the proposed sewer and water main. This item will also include the replacement of the concrete base pavements that are removed in order to install the proposed curb and gutter on the south side of Lincoln Avenue.

This work will be performed in accordance with Section 442 except that saw-cutting the existing pavement, two inch layer of Aggregate Base Course and the epoxy-steel reinforcement shall be included in the costs for this item.

DETECTABLE WARNINGS

This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be in accordance with IDOT Standard 424001-04. This item shall be poured separately from the surrounding proposed sidewalk and shall be poured within a 72 hour period upon completion of the surrounding proposed sidewalk.

The area measured for payment shall be that portion of the ramp that is stamped and/or colored, typically the width of the ramp and a length of 30 inches. Curb ramp portions not colored or stamped will be measured and paid for under the item PORTLAND CEMENT CONCRETE SIDEWALK, 5".

Basis of Payment: Payment for this item shall be at the Contract unit price per Square Foot for DETECTABLE WARNINGS which price shall include all costs for furnishing and placing the stone cushion and the colored concrete mix, stamping the concrete for detectable warnings, and constructing this item in accordance with the Specifications.

CURING AND PROTECTION

After the concrete has been finished and the water sheen has disappeared from the surface of the concrete, the surface shall be sealed with membrane curing compound of a type approved by the Engineer. The seal shall be maintained for the specified curing period. The edges of the concrete shall also be sealed immediately after the forms are removed. In addition, all concrete placed during periods of cold weather shall be protected in accordance with Article 1020.13 of the Standard Specifications. This work shall be considered incidental to the Contract.

The work shall be under the charge and care of the Contractor until final acceptance by the Village. The Contractor shall assume all responsibility for any injury or damage to the work from any cause whatsoever and he shall rebuild, repair or restore the damaged work at his own expense.

Basis of Payment: This item will not be paid for separately but will be included in the unit price for the various concrete items in the contract.

CURB AND GUTTER TRANSITIONS

Transitions from the proposed curb and gutters to the depressed curb and gutters and proposed curb and gutters to existing curb and gutters shall be constructed as directed by the Engineer.

Basis of Payment: This work shall be paid for at the Contract unit price per Foot for the type of curb and gutter installed on the Contract.

BITUMINOUS EXPANSION JOINTS

Three-quarter inch (3/4") Bituminous Premolded Inorganic Fiber Expansion Joints shall be installed where new sidewalk or curb and gutter or driveway pavement abuts an existing concrete walk, drive, or curb which is to remain in place, and at not less than fifty foot (50') intervals at locations where sidewalk replacement is in excess of fifty feet (50'), and at locations as directed by the Engineer.

Expansion joints will be placed in curb and gutter at all radius points, all bend points, on both sides of frames and grates that are in the curb and gutter, and at not less than ninety foot (90') intervals at locations where curb replacement is in excess of ninety feet (90'), and at locations as directed by the Engineer.

All expansion joints located in the curb and gutter shall have two (2) three quarter inch (3/4") diameter, smooth, round, epoxy coated dowel bars, eighteen inches (18") in length, with plastic end caps inserted to allow the curb and gutter to expand and contract laterally.

This work will not be paid for separately but will be considered incidental to the Contract.

PROTECTION OF NEWLY POURED CONCRETE

The Contractor shall have watchmen at the job site after concrete has been poured until the concrete has cured sufficiently so that no graffiti can be inscribed in the newly poured concrete surfaces. The exposed faces of concrete of any items that are defaced shall be replaced by the contractor at his own expense.

MISCELLANEOUS SPECIAL PROVISIONS

GEOTECHNICAL FABRIC FOR GROUND STABILIZATION

Work shall be in accordance to Section 210 of the Standard Specifications for Road and Bridge Construction except that the granular blanket to be placed shall be paid for at the Contract Unit Price for SUB-BASE GRANULAR MATERIAL, TYPE B 6" or SUB-BASE GRANULAR MATERIAL, TYPE B 12".

Basis of Payment: This work shall be paid for at the Contract unit price per Square Yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

POROUS GRANULAR EMBANKMENT, SUBGRADE

Effective: September 30, 1985 Revised: November 1, 1996

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.06 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

<u>Sieve Size</u>	<u>Percent Passing</u>
*150 mm (6 inches)	97±3
*100 mm (4 inches)	90±10in
50 mm (2 inches)	45±25
75 um (#200)	5±5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
*150 mm (6 inches)	97±3
*100 mm (4 inches)	90±10
50 mm (2 inches)	55±25
4.75 mm (#4)	30±20
75 um (#200)	5±5

*For undercut greater than 450 mm (18 inches) the percent passing the 150 mm (6 inches) sieve may be 90±10 and the 100 mm (4 inches) sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 600 mm (2 feet) or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 75 mm (3 inches) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

Construction equipment not necessary for the completion of the replacement material will not be allowed on the undercut areas until completion of the recommended thickness of the porous granular embankment subgrade.

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 300 mm (1 foot) longitudinal per 25 mm (1 inch) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

Basis of Payment: This item shall be paid for at the Contract unit price per Cubic Yard for POROUS GRANULAR EMBANKMENT, SUBGRADE which price shall include the capping aggregate, when required.

DUST CONTROL WATERING

This work shall consist of the exclusive control of dust resulting from construction operations. Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the engineer, in a manner meeting his approval.

All equipment used for this work shall meet the Engineer's approval. The contractor will be responsible for obtaining a hydrant meter from the Village of Brookfield's Water Department. All water used shall be properly documented by ticket or other approved means. The Village of Brookfield shall designate locations where the Contractor may obtain water.

This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

Basis of Payment: This item shall be paid for at the Contract unit price per Unit of DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as herein specified.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: October 1, 1995

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

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

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

STANDARDS 702001-05, 701501-03, 701701-04, and 701801-03

SPECIAL PROVISIONS

Special Provision for Work Zone Traffic Control (LRS 3)
Maintenance of Roadway
Traffic Control and Protection (Special)
Aggregate Surface Course, Type B

DETAILS:

Maintenance of Traffic (Sheets 8-9 of Plans)
Traffic Control and Protection for Side roads, Intersections, and Driveways (Sheet 36)

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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

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

The governing factor in the execution and staging of the work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through the construction zone.

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

The Contractor shall coordinate all traffic control work on the project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices, which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

Basis of Payment: This work shall be paid for at the Contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This item will be utilized to remove and dispose of unsuitable materials in areas determined to require undercuts based upon field testing at the time of construction.

This item will also be utilized to remove and dispose of unsuitable materials, identified by the Engineer, located below the proposed foundation for storm and combination sewers installed as part of the project.

Any excavated area will be replaced with POROUS GRANULAR EMBANKMENT, SUBGRADE.

The work shall be in accordance with Section 202 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment: This item will be paid for at the Contract unit price per Cubic Yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING

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

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

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

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

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This item will consist of the removal of the existing bituminous concrete surface necessary to provide the profile of the proposed pavement cross section on the south half of Lincoln Avenue and the section north of Sta 4-75 on Forest Avenue.

This item will also consist of the removal of the existing bituminous concrete surface necessary to provide the profile of the proposed pavement cross section at all butt joint areas. The depth of grinding shall vary at the centerline of the pavement but shall not exceed three inches (3")

This item shall include the removal of any concrete base course that is necessary to achieve the required section and the shaping and compacting of any aggregate base that is exposed during grinding operations.

Sufficient milling or grinding passes shall be made over the existing pavement so that all irregularities and high spots are eliminated from the pavement's surface before it is overlaid with new material. All butt joints are included under this pay item and shall be saw-cut no more than twenty-four (24) hours prior to the placement of the bituminous surface.

The equipment and construction methods for this item will conform to Article 440.03 of the Standard Specifications for Road and Bridge Construction. Hot-Mix Asphalt Surface Removal shall be measured in place and the area computed in square yards for the total increment of material removed. The area measured shall be paid for only once regardless of the number of passes needed to remove the material.

Basis of Payment: This work will be paid for at the Contract unit price per SQUARE YARD of HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH which price shall include all costs for labor, materials and any equipment necessary to remove and dispose the hot-mix asphalt surface in accordance with the Specifications.

BITUMINOUS PAVING OPERATIONS

The bituminous concrete binder course will be placed in two (2) passes with a cold joint located within three inches (3") of the center line of the pavement. The bituminous concrete surface course will be placed in two (2) passes with a cold joint located at the center-line of the pavement. The contractor will be required to schedule his operations so that no sections of pavement along the center line will have a cold joint overnight.

BITUMINOUS MIXTURE FOR PATCHING POTHOLES (HOT MIX)

This work shall consist of the removal of loose and broken pavement and the construction of a temporary bituminous concrete patch on the existing roadway, which will be used to maintain traffic during construction. The locations will be specified by the engineer in the field and will include placing 2" of mix over certain portions of the existing pavement and trenches to maintain access.

Basis of Payment: This item shall be at the Contract unit price per Ton for BITUMINOUS MIXTURE FOR PATCHING POTHOLES (HOT MIX), which price shall be payment in full for all material, equipment, and labor required to complete the work.

AGGREGATE SURFACE COURSE, TYPE B

This work shall consist of the installation, maintenance, and removal of aggregate, gradation CA-6, to provide temporary access at locations as directed by the Engineer.

Basis of Payment: This item shall be at the Contract unit price per Ton for AGGREGATE SURFACE COURSE, TYPE B which price shall be payment in full for all material, equipment, and labor required to complete the work.

PRECAST REINFORCED CONCRETE FLARED END SECTIONS 48"

A precast reinforced concrete flared end section for 48" pipe culverts will be constructed at the sewer outlet into Salt Creek. The construction of the reinforced concrete flared end section shall be in accordance with Section 542 of the Standard Specifications and the details for this item as shown on the Plans.

Neenah R-5050-SF54 Automatic Drainage Gates are to be attached to the concrete wall at the 48" storm sewer outlet pipe. All labor and materials necessary to install the automatic drainage gates according to the manufacturers specifications shall not be paid for separately but shall be included for payment under this item.

After the headwall has been constructed, the area around the headwall shall be stabilized by the installation of riprap as shown on the detail sheet in the plan set. Work will include placing the riprap and grading the area adjacent to the stabilization so the ground contours blend together smoothly. This work will not be paid for separately but shall be included in this item.

Basis of Payment: This work will be paid for at the Contract unit price per Each PRECAST REINFORCED CONCRETE FLARED END SECTIONS 48" which price shall include all costs for excavating, bracing, sheeting, disposing of the excess excavated material, furnishing all material and constructing the headwall in place, and all other labor and material necessary to furnish and install the required items to complete this item in accordance with the Specifications.

MULCH

This work shall consist of the installation of "Landscape Mulch" around all existing and proposed trees. The mulch area is to extend three feet (3') beyond the outside diameter of all trees. The mulch shall be placed such that it reaches a depth of 9", 18" away from the tree and tapers down in each direction to meet the existing grade as shown on the Mulch detail on the plans.

Basis of Payment: This item shall be at the Contract unit price per SqYd for MULCH, which price shall be payment in full for all material, equipment, and labor required to complete the work.



Route Prairie Avenue
Section 00-00115-01-WR
County Cook

Marked FAU 2732
Project No. M-8003 (712)

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

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

Derek Treichel
Signature

10/10/06
Date

Derek Treichel, P.E., President
Title

1. Site Description

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

This project includes reconstructing Prairie Avenue from Brookfield Avenue to Washington Avenue. Minor grading of the parkways will also be performed.

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):

The pavement within Prairie Avenue will be removed and replaced. Once the new curb and gutter and pavement has been installed, toposil and sod will be installed on the parkways.

- c. The total area of the construction site is estimated to be 4.15 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 3.70 acres.

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

2. Controls

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

a. Erosion and Sediment Controls

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

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

N/A

- (ii) **Structural Practices.** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

Description of Structural Practices (use additional pages, as necessary):

Inlet controls will be installed at each drainage structure to prevent material from entering the storm sewer system.

The areas of pavement that are excavated will be approximately 12" below the grade of abutting properties and therefor it is not anticipated that additional that additional measures for containing erosion on-site will be necessary.

b. **Storm Water Management**

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

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

Description of Storm Water Management Controls (use additional pages, as necessary):

This project consists of reconstructing pavement. New catch basins will be installed to prevent sediment from entering the storm sewer system and discharging downstream into Salt Creek.

c. Other Controls

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

d. Approved State or Local Plans

The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual, 1995. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The Village of Brookfield does not currently have a storm water management plan. IDOT specifications will govern this work.

3. Maintenance

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

The erosion and sediment control measures will be inspected by the Engineer on a weekly basis. Any deficiencies shall be corrected by the Contractor.

4. Inspections

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

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

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

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

5. Non-Storm Water Discharges

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

It is not anticipated that non-storm water flows will be generated by this project.



This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information:

Route Prairie Avenue

Marked FAU 2732

Section 00-00115-01-WR

Project No. M-8003 (712)

County Cook

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
NOTICE OF INTENT (NOI)
GENERAL PERMIT TO DISCHARGE STORM WATER
CONSTRUCTION SITE ACTIVITIES**

OWNER INFORMATION

NAME:	LAST Village of Brookfield	FIRST	MIDDLE	(OR COMPANY NAME)	OWNER TYPE:	City	
MAILING ADDRESS:	8820 Brookfield Avenue						
CITY:	Brookfield			STATE:	IL	ZIP:	60513
CONTACT PERSON:	Rick Ginex			TELEPHONE NUMBER:	AREA CODE 708	NUMBER 485-7344	

CONTRACTOR INFORMATION

NAME:	LAST	FIRST	MIDDLE	(OR COMPANY NAME)	TELEPHONE NUMBER:	AREA CODE	NUMBER
MAILING ADDRESS:	CITY:			STATE:	ZIP:		

CONSTRUCTION SITE INFORMATION

SELECT ONE:	<input checked="" type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10 _____								
FACILITY NAME:	Prairie Avenue			OTHER NPDES PERMIT NOS.:					
FACILITY LOCATION:	Brookfield Avenue to Washington Avenue			TELEPHONE NUMBER:	AREA CODE 708	NUMBER 485-7344			
CITY:	Brookfield	ST:	IL	ZIP:	60513	LATITUDE:	41 49 30	LONGITUDE:	87 51 00
COUNTY:	Cook	SECTION:	34	TOWNSHIP:	39	RANGE:	12		
APPROX. CONST. START DATE:	04 / 01 / 07	APPROX. CONSTRUCTION END DATE:	10 / 31 / 07	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:	4.15				
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, separate notification required to Agency prior to construction.)									

TYPE OF CONSTRUCTION

TYPE BRIEF DESCRIPTION OF PROJECT:	Reconstruction	Street Reconstruction
------------------------------------	----------------	-----------------------

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

HAS THIS PROJECT SATISFIED APPLICABLE REQUIREMENTS FOR COMPLIANCE WITH ILLINOIS LAW ON:		
HISTORIC PRESERVATION	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
ENDANGERED SPECIES	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

RECEIVING WATER INFORMATION

DOES YOUR STORM WATER DISCHARGE DIRECTLY TO:	OWNER OF STORM SEWER SYSTEM:
<input type="checkbox"/> WATERS OF THE STATE OR <input checked="" type="checkbox"/> STORM SEWER	Village of Brookfield
NAME OF CLOSEST RECEIVING WATER:	Salt Creek

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

OWNER SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

MAIL COMPLETED FORM TO: (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 www.epa.state.il.us	LOG:
		PERMIT NO. ILR10
		DATE:

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

**INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI)
FORM**

Please adhere to the following instructions:

Submit original, photocopy or facsimile copies. Facsimile and/or photo copies should be followed-up with an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the lower right hand corner.

.... Submit completed forms to:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217)782-0610
www.epa.state.il.us

- Reports must be typed or printed legibly and signed.
- Any facility that is not presently covered by the ILR10 Construction Activity Storm Water Discharge General Permit is considered a new facility.
- If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line.
- **NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.**
- Use the formats given in the following examples for correct form completion.

	<u>Example</u>	<u>Format</u>
SECTION	12	1 or 2 numerical digits
TOWNSHIP	12N	1 or 2 numerical digits followed by "N" or "S"
RANGE	12W	1 or 2 numerical digits followed by "E" or "W"

- For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."
- Submit a fee of \$500 prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY-TO
ATTENTION OF:

DEC 08 2006

Technical Services Division
Regulatory Branch
LRC-2006-1162

SUBJECT: Permit For The Construction of an Outfall Structure
Located In Salt Creek at Forest Avenue In Brookfield, Cook
County, Illinois (Section 34, T39N, R12E)

Edwin Hancock Engineering Company
Attn: Mr. Derek Treichel
9933 Roosevelt Road
Westchester, IL 60601

Dear Mr. Treichel,

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Huff & Huff, Inc.

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 8 (Utility Line Projects) and the overall RPP under Category I of the Regional Permit Program dated January 1, 2005. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

In addition, this authorization is contingent upon Soil and Water Conservation District determining your soil erosion and sediment control plan meets technical standards, and implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project.

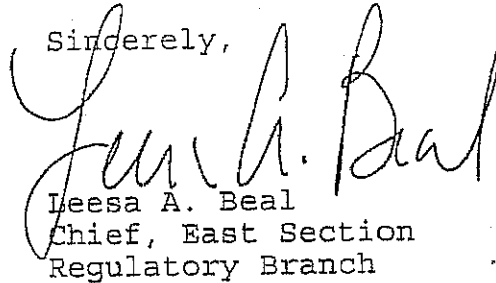
This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled "Prairie Avenue Improvements Phase II" dated July 31, 2006, prepared by Edwin Hancock Engineering Company. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization. This permit does not authorize temporary construction activities, such as the use of earth moving machinery or temporarily stockpiling material within waters of the US.



This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Bruce Yurdin at IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Mr. Paul Leffler of my staff by telephone at (312) 846-5529 or email at paul.m.leffler@usace.army.mil.

Sincerely,



Leesa A. Beal
Chief, East Section
Regulatory Branch

Enclosure

Copy Furnished (w/o enclosure):

Will/S. Cook SWCD (Ms. Bradley)
Huff & Huff, Inc. (Ms. Spolar)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 N. Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: BROOKFIELD (Cook County - 0310330)

Permit Issued to:
Village President and Board of Trustees
8820 Brookfield Avenue
Brookfield, IL 60513

PERMIT NUMBER: 0595--FY2007
Proposed Improvements

DATE ISSUED: November 7, 2006
PERMIT TYPE: Water Main

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows:

FIRM: Edwin Hancock Engineering Co.
NUMBER OF PLAN SHEETS: 8
TITLE OF PLANS: "Prairie Avenue Improvements - Phase II"

PROPOSED IMPROVEMENTS:

Install 35 linear feet of 6 - inch water main and 615 linear feet of 8 - inch water main.

ADDITIONS CONDITIONS:

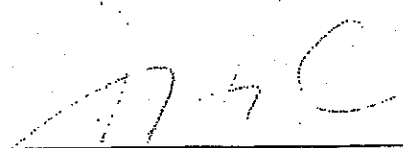
1. There are no further conditions to this permit.

JHK:ECA:cls

cc: Edwin Hancock Engineering Co.
Elgin Regional Office
Cook County

This permit is issued for the construction and/or installation of the public water supply improvements described above, in accordance with the provisions of the "Environmental Protection Act," Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the reverse side of this page and the ADDITIONAL CONDITIONS printed above.

IL 532-0168
PWS 065 Rev. 12/01


Jerry H. Kuhn, P.E.
Manager, Permit Section
Division of Public Water Supplies

SEWERAGE SYSTEM PERMIT

MWRDGC Permit No.

06-409
OFFICE COPY

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**
100 EAST BRIE, CHICAGO, ILLINOIS, 60611
312-751-5600

http://www.mwrdd.org LOCAL SEWER SYSTEMS SECTION

INSTRUCTIONS FOR COMPLETING PERMIT FORM: Submit four copies of permit application (eight pages) and any required schedules listed below; do not leave any blank spaces; use "X" for checking applicable information. Also submit four copies of location map and plans. Submit two copies of specifications, if specifications are not part of the plan sheets. Address all correspondence to the Local Sewer Systems Section; for any inquiries or assistance, telephone (312) 751-3260.

NAME AND LOCATION:

Name of project (as shown on plans): Prairie Avenue Improvements - Phase II
Location of Project (street address or with respect to two) Prairie Avenue from Brookfield Avenue to Washington Avenue including various side streets
Municipality (Township, if unincorporated) Brookfield, Illinois

Section 34, 39 N,
Is project in MWRDGC combined sewer area? Yes

SERVICE BASIN
No
STICKNEY WRP

DOCUMENTS BEING SUBMITTED

- Basic Information (Required in all cases) Schedule A (Page 4 of 8)
- Sewer Summary (Required in all cases) Schedule B (Page 5 of 8)
- Sewer Connections (Required in all cases) Schedule C (Page 6 of 8)
- Detention Facilities Schedule D (2 Pages)
- Lift Station and/or Inverts Schedule E (1 Page)
- Characteristics of Discharge Schedule F (1 Page)
- Treatment or Pretreatment Schedule G (2 Pages)
- Certification Relative to Discharge Schedule H (1 Page)
- Affidavit Relative to Compliance with Sect. 4-1, 6-2a, & 6-3b Schedule J (1 Page)
- Affidavit of Disclosure of Property Interest Schedule K (2 Pages)
- Notice of Requirements for Storm Water Detention Schedule L (2 Pages)
- Current Survey of Property Interests Exhibit A

Construction covered by this permit is in an area designated as a flood plain according to the data source specified in the permit. The Metropolitan Water Reclamation District of Greater Chicago disclaims any liability for damage, costs or expenses incurred or sustained by any person for injury or death to any person or damage to any personal property or real estate, caused by flood or high water, the liability for which is hereby disclaimed by the Metropolitan Water Reclamation District of Greater Chicago and its agents assumed by the Permittee.

W A R N I N G
FLOOD HAZARD AREA
PERMITTEE ASSUMES ALL LIABILITY

OTHER DOCUMENTS: Indicate title, number of pages and originator 4 copies of: Cover Sheet (with location map), Detail Sheets (2-3 & 28-30), and Project Sheets (19-27) drafted by EHE

NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE

MWRDGC USE ONLY
Application received: 06/30/06 Permit issued: 07/10/06

GENERAL CONDITIONS OF THE PERMIT

1. **Adequacy of Design.** The schedules, plans, specifications and all other data and documents submitted for this permit are made a part hereof. The responsibility for the adequacy of the design shall rest solely with the Design Engineer and the issuing of this permit shall not relieve him of that responsibility. The issuance of this permit shall not be construed as approval of the concept or construction details of the proposed facilities and shall not absolve the Permittee, Co-permittee or Design Engineer of their respective responsibilities.
2. **Joint Construction and Operation Permits.** Unless otherwise stated by the Special Conditions, the issuance of this permit shall be a joint construction and operation permit provided all General, Standard and Special Conditions are complied with.
3. **Allowable Discharges.** Discharges into the sanitary sewer system constructed under this permit shall consist of sanitary sewage only. Unless otherwise stated by the Special Conditions, there shall be no discharge of industrial wastes under this permit. Storm waters shall not be permitted to enter the sanitary sewer system. Without limiting the general prohibition of the previous sentence, roof and footing drains shall not be connected to the sanitary sewer system.
4. **Construction Inspection.** All sewer construction shall be inspected and approved by a Registered Professional Engineer acting on behalf of the Permittee or the owner of the project, or by a duly authorized and competent representative of the Professional Engineer. No sewer trenches shall be backfilled except as authorized by the Inspection Engineer after having inspected and approved the sewer installation.
5. **Maintenance.** The sewer connections, lines, systems or facilities constructed hereunder or serving the facilities constructed hereunder shall be properly maintained and operated at all times in accordance with all applicable requirements. It is understood that the responsibility for maintenance shall run as a joint and several obligation against the property served, the owner and/or the operator of the facilities, and said responsibility shall not be discharged nor in any way affected by change of ownership of said property.

MWRDGC STANDARD CONDITIONS

6. **Indemnification.** The Permittee shall be solely responsible for and shall defend, indemnify and save harmless the Metropolitan Water Reclamation District of Greater Chicago (hereinafter MWRDGC) from and against any and all claims, costs, damages, or expenses the MWRDGC may suffer, incur, sustain or become liable for on account of any injury to, or death of, any person or persons, or any damage to, or destruction of, any real or personal property that may be caused by the

construction, use, state of repair; operation and maintenance of the proposed facilities; arising out of or in consequence of the issuance of this permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and save harmless the MWRDGC from any claims or damages arising out of or in connection with the termination or revocation of this permit.

7. **Construction by MWRDGC.** Permittee understands and acknowledges that the MWRDGC has the right and power to construct and extend sewer service facilities and render such services within the area to be served by the project for which this permit is issued, and that by the MWRDGC constructing and extending such sewer service facilities and rendering such services, the facilities constructed by the Permittee under this permit may decrease in value, become useless or of no value whatsoever, the Permittee may also sustain a loss of business, income and profits. Therefore, by accepting this permit and acting thereon, the Permittee, for itself, its successors and assigns, does remise, release and forever discharge the MWRDGC of any and all claims whatsoever which Permittee may now have or hereafter acquire and which Permittee's successors and assigns hereafter can, shall, or may have against the MWRDGC for all losses and damages, either direct or indirect, claimed to have been incurred by reason of the construction or extension at any time hereafter by the MWRDGC of sewer service facilities in the service area contemplated by this permit, the rendering of such services, which MWRDGC facilities and services decrease the value of the facilities constructed by the Permittee under this permit, make same useless or of no value whatsoever, including but not limited to, any and all damages arising under Illinois Revised Statutes, Chapter 42, Section 339; the taking of private property for public use without due compensation; the interference with the contracts of Permittee; the interference with Permittee's use and enjoyment of its land; and the decrease in value of Permittee's land.
8. **Third Parties.** This permit does not grant the right or authority to the Permittee: (a) to construct or encroach upon any lands of the MWRDGC or of any other parties, (b) to construct outside of the territorial boundaries of the MWRDGC, (c) to construct or encroach upon the territorial boundaries of any units of local government within the MWRDGC, (d) to connect to or discharge into or be served by (directly or indirectly) any sewer or sewer system owned or operated by third parties.
9. **Costs.** It is expressly stipulated and clearly understood that the sewerage system or facilities for which the permit is issued shall be constructed, operated and maintained at no cost to the MWRDGC.
10. **Other Construction.** The MWRDGC reserves the right, privilege and authority to permit others to reconstruct, change, alter and replace all sewers and

appurtenances thereto at the point of connection of any sewerage system to an MWRDGC interceptor and/or in public right-of-ways of MWRDGC easements, and to introduce additional sewage flow through this connection into the intercepting sewer of said MWRDGC.

11. **Change of Use.** This permit shall be incorporated in the Building and Occupancy Permit for the building or buildings served under this permit. The owner or occupant of any building served under this permit shall not cause, or permit, a change of use of the building to a use other than that indicated in this permit without first having obtained a written permission from the General Superintendent of the MWRDGC.
12. **Interceptors Overloading.** The MWRDGC hereby serves notice that its interceptors may flow full and may surcharge, and flooding of the proposed system may occur. The Permittee agrees that the proposed systems shall be constructed, operated and maintained at the sole risk of the Permittee.
13. **Non-Transferability.** This permit may not be assigned or transferred without the written consent of the General Superintendent of the MWRDGC.
14. **Termination.** It is understood and agreed that in the event the Permittee shall default in or fail to perform and carryout any of the covenants, conditions and provisions of this permit and such default or violation shall continue for sixty (60) days after receipt or notice thereof in writing given by the General Superintendent of the MWRDGC, then it shall be lawful for the MWRDGC at or after the expiration of said sixty (60) days to declare said permit terminated. The Permittee agrees that immediately upon receipt of written notice of such termination it will stop all operations, discontinue any discharges and disconnect the sewerage system or facilities constructed under this permit. If the Permittee fails to do so, the MWRDGC shall have the right to disconnect said system. The Permittee hereby agrees to pay for any costs incurred by the MWRDGC for said disconnection. The various rights and remedies of the MWRDGC contained in this permit shall be construed as cumulative, and no one of them shall be construed as exclusive of any one or more of the others or exclusive of any other rights or remedies allowed by applicable rules, regulations, ordinances and laws. An election by the MWRDGC to enforce any one or more of its rights or remedies shall not be construed as a waiver of the rights of the MWRDGC to pursue any other rights or remedies provided under the terms and provisions of this permit or under any applicable rules, regulations, ordinances or laws.
15. **Expiration.** This permit shall expire if construction has not started within one (1) year from the date of issue. Construction under an expired permit is deemed construction without a permit. All construction under this permit shall be completed within two (2) years after start of construction. If conditions so warrant, an

extension may be granted. For publicly financed projects (i.e. special assessments) the one(1) year period indicated will be considered from the date of final court action.

16. **Revocation.** In issuing this permit, the MWRDGC has relied upon the statements and representations made by the Permittee or his agent. Any incorrect statements or representations shall be cause for revocation of this permit, and all the rights of the Permittee hereunder shall immediately become null and void.
17. **Advance Notice.** Prior to commencement of construction under this permit, the Permittee shall give the MWRDGC an advance notice of at least two working days. When advance notice is given, the Permittee shall provide the permit number, municipality and location.
18. **Compliance with Plans and Specifications.** All construction shall be in accordance with the plans and specifications submitted for this permit and made a part hereof. No changes in, or deviation from the plans and specifications which affect capacity, maintenance, design requirements, service area or permit requirements shall be permitted unless revised plans shall have been submitted to, and approved by the MWRDGC. The permit together with a set of the plans and specifications (revised plans and specifications, if any) shall be kept on the job site at all times during construction until final inspection and approval by the MWRDGC.
19. **Testing and Approval.** All construction under this permit shall be subject to inspection, testing and approval by the MWRDGC. All testing shall be made, or caused to be made, by the Permittee at no cost to the MWRDGC and in the presence of the MWRDGC representative. Upon satisfactory completion of construction, the Permittee and the owner shall submit, or cause to be submitted, a completion certificate and request for approval on the form prescribed by the MWRDGC. No sewer or other facilities shall be put in service until all the conditions of the permit have been satisfactorily met.
20. **Record Drawings.** Within sixty (60) days after final inspection and approval by the MWRDGC, the Permittee shall furnish, or cause to be furnished to the MWRDGC, a set of Record drawings, or a statement that the project was constructed in accordance with the original plans and specifications.
21. **Compliance with Rules and Regulations.** The Permittee here by expressly assumes all responsibilities for meeting the requirements of all applicable rules, regulations, ordinances and laws of Local, State and Federal authorities. Issuance of this permit shall not constitute a waiver of any applicable requirements.

SCHEDULE A
BASIC INFORMATION

MWRDGC Permit No. []

06-409

1. NAME OF PROJECT Prairie Avenue Improvements - Phase II
(as shown on the plans)

2. APPURTENANCES (check all applicable items)

- Siphon
- Stream Crossing
- Drop Manholes
- Direct Connections to MWRDGC

OFFICE COPY

3. RECEIVING SANITARY SEWER SYSTEM

A. System that project will connect to is:

Existing Proposed /Under Construction → MWRDGC Permit # _____

B. List owners of all sewers from project to MWRDGC Brookfield, IL

4. EXISTING LIFT STATION

No Yes → Receiving system includes existing lift station

If yes, indicate location _____

5. FLOOD PLAIN

Is any part of the project area in a flood plain?

No Yes → Percentage of area in flood plain 14.2 %

Flood crest elevation ~~616.50~~ 616.60 ft.

Identify any manholes in flood plain: Six (6) new manholes on Forest Avenue

- | | |
|-----------------------------|-----------------------------|
| Manhole #30 - Storm ✓ | Manhole #36 - Combination ✓ |
| Manhole #31 - Combination ✓ | Manhole #37 - Combination ✓ |
| Manhole #32 - Combination ✓ | Manhole #38 - Combination ✓ |

✓ All combination manholes within the flood plain shall be provided with special water-tight locking covers.

6. SIZE OF PROJECT

- A. What is the size of this project? 4.51 acres
- B. Total contiguous ownership, including project N/A acres ✓
- C. Existing impervious area within project 3.45 acres
- D. New impervious area created within project 0.05 acres

7. DETENTION

A. Is detention provided under this permit?

No Yes → Detention required by: MWRDGC Other

B. Is project in the service area of existing detention reservoir?

No Yes → MWRDGC Permit No. _____

SCHEDULE B
SEWER SUMMARY
COMPLETE IN ALL CASES

MWRDGC Permit No.

06-409

OFFICE COPY

PROJECT NAME: Prairie Avenue Improvements - Phase II
(as shown on the plans)

1. Sewer Summary, including all building service sewers, stubs and risers:
 Include all sewers in combined sewer area
 Include all sanitary sewers in separate sewer area

Sewer Type	Storm										Combination		Sanitary	
	8	10	12	15	18	24	27	42	48	54	12	15	6	8
Pipe Size in.	20	361	130	310	354	316	345	65	338	320	504	34	1000	180
Total Length ft.	1.00	1.00	1.00	0.32	0.26	0.18	0.15	0.09	0.07	0.06	0.10	0.24	1.00	0.30
Min. slope - %	PVC			RCP							PVC			
Pipe Material	9 Manholes & 23 Catch Basins										13 Manholes			
Total New Structures											0			
Total cleanouts														

Pipe material and joint specifications must be shown on plans. Set Manual of Procedures for acceptable specifications.

~~The proposed separate storm sewer system shall discharge to a waterway (SAR Creek) as shown on the plans, and shall not discharge directly or indirectly to a sanitary/combined sewer system without written approval by the Chief Engineer.~~

2. NATURE OF PROJECT (Check all that apply)

- Project is publicly financed
- Sewer system serving a subdivision
- Off-site trunk sewer to serve subdivision
- Sewer extension to serve future development
- Storm sewers in combined sewer area
- Service connections to serve buildings (Schedule C)
- Other Proposed combined and sanitary service sewer replacement

3. SEWER EXTENSIONS

If any part of the proposed project is designed to service future connections (not included in Schedule C), check yes below and submit service area map and estimate of population equivalent to be served.

- NO
- YES → Service area map
- P.E. estimate submitted

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**SCHEDULE - C
SEWER CONNECTIONS**

MWRDGC Permit No.

06-409

OFFICE COPY

(FILL OUT ALL SECTIONS THAT APPLY)

1. BUILDING CONNECTION DATA

A. RESIDENTIAL BUILDINGS

N/A

- Single Family Total dwelling units * _____
- Number of sewer connections * _____ PE** _____
- Multi Family Total dwelling units * _____
- Number of sewer connections * _____ PE** _____

B. COMMERCIAL & RECREATIONAL BUILDINGS

- Number of sewer connections _____ PE** _____

C. INDUSTRIAL BUILDINGS

- Number of sewer connections _____ PE** _____

* Each sanitary line exiting a building is a connection
 ** Population Equivalent

2. BUILDING USE - (Check all that apply)

A. COMMERCIAL & RECREATIONAL

- Food preparation or processing (install grease separator)
- Auto service (install triple basin)
- Auto wash (install mud basin)
- Swimming pool (provide pool plans)
- Other _____

B. INDUSTRIAL BUILDINGS

- Sewer connections will receive domestic sewage only
- Industrial waste is produced

NOTE: If industrial waste is produced, submit Schedule F & Schedule G and plumbing plans along with flow diagram for pretreatment system.

SPECIAL CONDITIONS

MWRDGC Permit No.

06-409

OFFICE COPY

This permit is issued subject to the MWRDGC's General Conditions, Standard Conditions and the following Special Conditions:

NONE SEE ATTACHED

If permit is granted:

Please return ~~two~~ (2) copies of the permit to the Permittee; or

Please ~~return~~ one (1) copy to Permittee and one (1) copy to the person designated below:

Name: Brent Taylor, Engineer

Address: 9933 Roosevelt Road, Westchester, Illinois 60154

CERTIFICATE BY APPLICANTS: We have read and thoroughly understand the conditions and requirements of this permit application, and agree to conform to the permit conditions and other applicable requirements of the MWRDGC. It is understood that construction hereunder, after the permit is granted, shall constitute acceptance by the applicants of any Special Conditions that may be placed hereon by the MWRDGC. It is further understood that this application shall not constitute a permit until it is approved, signed and returned by the Chief Engineer of the MWRDGC.

PERMITTEE

The project area is within municipal corporate limits.

Yes No Not Applicable

Municipality Village of Brookfield

Address 8820 Brookfield Avenue

City Brookfield Zip 60513

Signature Riccardo F. Gillex

Name Riccardo F. Gillex
(Type or Print)

Title Village President

Date 8-24-06 Phone 708-485-7344

CO-PERMITTEE

(Co-Permittee is Property Owner)

Title to permit is held in a land trust: Yes No
If yes, Co-Permittee shall be beneficiary with Power of Direction

Owner _____

Address _____

City _____ Zip _____

Signature _____

Name _____
(Type or Print)

Title _____

Date _____ Phone _____

REVIEW AND APPROVAL BY THE MWRDGC

Reviewed by: [Signature] Date: 12-26-06

Approved for Issue: _____

Approved by: [Signature] Date: 12-26-06

OFFICE COPY

SPECIAL CONDITIONS FOR MWRD PERMIT NO. 06-409

1. All abandoned sewers shall be plugged at both ends with a minimum of two (2) feet long non-shrink concrete/mortar plugs.
2. The following proposed combined manholes, as indicated on the plans, shall be provided with special water-tight lock-type covers: #31, #32, #36, #37 and #38.
3. Construction must conform with the floodplain requirements of the Village of Brookfield.
4. The proposed storm sewer system shall discharge to a waterway or storm sewer system that is directly tributary to a waterway as shown on the plans, and shall not discharge directly or indirectly to a sanitary/combined sewer system without written approval by the Chief Engineer.

Jan. 12. 2007 10:11AM

No. 2433 P. 2



January 12, 2007

CORPS PERMIT No.: LRC-2006-1162

WSCSWCD SE/SC No.: 06-528

Mr. John Gutsch
 Edwin Hancock Engineering Company
 9933 Roosevelt road
 Westchester, IL 60154-2780

Leadership in Resource Management Since 1946.

1201 S GOUDAR ROAD • NEW LENOX, ILLINOIS 60431
 (815) 462-3106 • FAX (815) 462-3176
 www.will-scookswcd.org

SUBJECT: Soil Erosion and Sediment Control (SE/SC) Plan Review Application to Request Authorization to impact jurisdictional "Waters of the United States" to construct a sewer outfall to Salt Creek at Forest Avenue in Brookfield for the *Prairie Avenue Improvements*. (T39N R12E SEC 34 in COOK COUNTY, Illinois)

Dear Mr. Gutsch:

The WILL-SOUTH COOK SOIL & WATER CONSERVATION DISTRICT (WSCSWCD) has verified the development proposed in the above-mentioned SE/SC application submittal with the plans and documents entitled, "*Prairie Avenue Improvements*", prepared by Erica Spolar, P.E. Huff & Huff, Inc., comply with the technical standards set forth within the *Illinois Urban Manual*, employ best management practices (BMP) and meet the terms and conditions of the SE/SC application for approval. Per our Interagency Coordination Agreement (ICA) with the United States Department of the Army, Chicago District, Corps of Engineers (CORPS) this letter of approval (LOA) serves to certify the previously mentioned compliance and has been sent forward to the CORPS to assist in their review and ultimate approval of your CORPS permit application.

Enclosed please find two (2) certified copies of the approved SE/SC plans. Approval and certification is shown by the WSCSWCD seal, my signature as the Resource Conservationist (RC) for the district and date of approval. This certification, once more, verifies that the submittal meets the terms and conditions of the SE/SC application for approval. A certified copy of the SE/SC plans and LOA shall be on the development site once construction commences. The SE/SC certified plans and LOA shall be presented to any official from the WSCSWCD, Corps, and/or any other authorized agency upon their request.

As part of the ICA the RC for the WSCSWCD represents the CORPS regarding all SE/SC review, communication and inspection. As the CORPS representative it is essential that I attend the pre-construction meeting to discuss implementation of SE/SC measures and help answer any questions regarding what the WSCSWCD expects as the CORPS representative. Please provide me with, at least, a one (1) week notice prior to the meeting's date/time along with the meeting location's address. The pre-construction meeting may be held anywhere, however, it is ideally held on the development site. At this meeting provide me with an outline of your operation schedule including approximate dates for completion.

01/12/2007

All programs and services of the Will-South Cook SWCD are offered on a nondiscriminatory basis, without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

Jan. 12. 2007 10:11AM

No. 2433 P. 3

As the CORPS representative it is my responsibility to conduct on-site inspections during the active construction phase(s) of your land development project to determine compliance with the approved plan and CORPS Permits requirements. Inspections may reveal adjustments are needed to the approved plan. The SE/SC project manager for this development ought to investigate the site's condition on a regular basis, most importantly after any rainfall event, to ensure the SE/SC measures implemented are serving their purpose. If it is found any SE/SC measure is not performing as expected, it must be replaced with an alternate SE/SC BMP to accomplish the goal immediately. Simply furnish our office with a picture of the failure and the resulting replacement SE/SC BMP chosen along with a memo recording this change. The primary goal is to protect the site from soil erosion, downstream sedimentation, and ensure water quality.

In conclusion, once the SE/SC elements of construction have been achieved contact our office to set up a post-construction meeting on-site. It is essential a final inspection be conducted to determine whether permanent site stabilization has been realized, identify operation and maintenance needs, and ensure that compliance with the terms and conditions of the permit have been met.

If there are any questions or concerns please do not hesitate to contact the WSCSWCD at any time to help clear up these questions or resolve any concerns by telephone at (815) 462-3106 extension 3 or email at margaret.bradley@il.nacdn.net.

Sincerely,

Margaret M. Bradley

Margaret M. Bradley
Resource Conservationist
WILL-SOUTH COOK SWCD

Cc: Mr. Paul Leffler, CORPS
Ms. Erica Spolar, Huff & Huff
Mr. James Gourmas, Hancock

01/12/2007

- 2 -

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.

CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).

- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_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.”

80166

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

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

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

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

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

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

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

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

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

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

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

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

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

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

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

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;".
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
- "Excavation in rock will be measured for payment according to Article 502.12.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
- "Excavation in rock will be paid for according to Article 502.13.
- Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
- "(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
- "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μ m)" to "(600 μ m)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, Page 207".

80168

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

| Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work.”

80142

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

80148

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

"(g) Handling Hole Plugs..... 1042.16"

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

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

Add the following to Article 542.02 of the Standard Specifications:

"(ee) Handling Hole Plugs 1042.16"

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

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

Add the following to Article 550.02 of the Standard Specifications:

"(o) Handling Hole Plugs..... 1042.16"

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

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

Add the following to Article 602.02 of the Standard Specifications:

"(p) Handling Hole Plugs..... 1042.16(a)"

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

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: January 2, 2007

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

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

Max RAP Percentage

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

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

Note 2: Value of Max % RAP if 3/8 RAP is utilized.

Note 3: When RAP exceeds 20%, the high & low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25% RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

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

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

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

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

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

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

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."

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

80151

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

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

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

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

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

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

80131

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

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

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

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

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for precast concrete products.

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

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

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

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

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

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

80132

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

Effective: April 2, 2004

Revised: January 1, 2007

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

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

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

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

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

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

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

$$SCA = Q \times D$$

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

$$D = CBP_M - CBP_L$$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the

American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Yes No

Signature: _____ **Date:** _____

80127

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

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

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

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

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2007

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

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

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

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

80087

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **2**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within *75* working days.

80071

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-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; 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;
- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.