

## **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 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 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date. This does not apply to Small Business Set-Asides or to the Target Market Program projects.

### **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. This does not apply to Small Business Set-Asides or to the Target Market Program projects.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) 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 an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

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

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

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

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

### ***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

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

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

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

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

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

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

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 84

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting March 11, 2011

**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. This does not apply to Small Business Set-Asides or to the Target Market Program projects. (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. 63542  
KANE County  
Section 09-00214-02-LS  
Route FAP 361 (Stearns Road)  
Project HPP-1527(029)  
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

Checked by

F

(Printed by authority of the State of Illinois)

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## 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. In addition, this proposal contains new statutory requirements applicable to the use of subcontractors and, in particular, includes the State Required Ethical Standards Governing Subcontractors to be signed and incorporated into all subcontracts.

**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) and submit an original Affidavit of Availability (BC 57). This does not apply to Small Business Set-Asides or to the Target Market Program projects.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?:** When a prospective prime bidder submits a "**Authorization to Bid or Not for Bid**" form, 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 **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Authorization to Bid or Not for Bid Report**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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### 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

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. 63542  
KANE County  
Section 09-00214-02-LS  
Project HPP-1527(029)  
Route FAP 361 (Stearns Road)  
District 1 Construction Funds**

**Project consists of permanent landscaping which includes preparation of seed beds, permanent seeding, mulching, erosion control blankets, trees, shrubbery, control burns, mowing and all other incidental items to complete the work on FAP Rte. 361 (Stearns Road) from Randall Road to DuPage County Line.**

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**

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. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

9. **The services of a subcontractor will or may be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

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10. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer or the State Purchasing Officer is for approval of the procurement process and execution of the contract by the Department. Neither the Chief Procurement Officer nor the State Purchasing Officer shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Illinois Procurement Code.

STATE JOB #- C-91-055-10  
 PPS NBR - 1-20114-0200

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
KANE	089	01	09-00214-02-LS	HPP-1527/029/000	FAP 361

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
A2002716	T-CARYA OVATA 2	EACH	68.000	X	=		
A2002916	T-CELTIS OCCID 2	EACH	98.000	X	=		
A2004816	T-GLED TRI-I SK 2	EACH	91.000	X	=		
A2005016	T-GYMNOCOLA DIO 2	EACH	124.000	X	=		
A2005670	T-OSTRYA VIRG CL 8'	EACH	39.000	X	=		
A2006416	T-QUERCUS ALBA 2	EACH	67.000	X	=		
A2006516	T-QUERCUS BICOL 2	EACH	39.000	X	=		
A2006716	T-QUERCUS MACR 2	EACH	93.000	X	=		
A2006816	T-QUERCUS MEUH 2	EACH	33.000	X	=		
A2007116	T-QUERCUS RUBRA 2	EACH	54.000	X	=		
A2007816	T-TILIA AMER 2	EACH	76.000	X	=		
A2016616	T-QUERCUS ELLIP 2	EACH	38.000	X	=		
B2000964	T-AMELAN LAEV CL 5'	EACH	16.000	X	=		
B2001164	T-CERCIS CAN CL 5'	EACH	21.000	X	=		
B2001666	T-CRATAE CRU-I SF 6'	EACH	23.000	X	=		

FAP 361  
 09-00214-02-LS  
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 63542

ECMS002 DTGECM03 ECMR003 PAGE 2  
 RUN DATE - 02/04/11  
 RUN TIME - 183056

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
B2005466	T-PRUN VR SH CL 6'	EACH	18.000 X	=		=	
C2001548	S-CORNUS RACEMOSA 4'	EACH	56.000 X	=		=	
C2001636	S-CORNUS SERICEA 3'	EACH	7.000 X	=		=	
C2002048	S-CORYLUS AMER 4'	EACH	23.000 X	=		=	
C2004840	S-PHYSO OP MONLO 3'	EACH	21.000 X	=		=	
C2005960	S-RHUS GLABRA 5'	EACH	44.000 X	=		=	
C2006036	S-RHUS TYPHINA 3'	EACH	44.000 X	=		=	
C2012448	S-VIBURN LENT 4'	EACH	24.000 X	=		=	
C2012748	S-VIBURN PRUN 4'	EACH	54.000 X	=		=	
D2001772	E-PICEA ABIES 6'	EACH	10.000 X	=		=	
D2001972	E-PICEA GLAU DEN 6'	EACH	10.000 X	=		=	
D2002972	E-PINUS STROBUS 6'	EACH	13.000 X	=		=	
K0013020	P PL PRAIRIE TY GAL P	UNIT	60.000 X	=		=	
K0013030	P PL WETLND 2X4 DPPLG	UNIT	347.000 X	=		=	
K0029624	WEED CONTROL TEASEL	GALLON	1.000 X	=		=	

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 09-00214-02-LS  
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 63542

ECMS002 DTGECM03 ECMR003 PAGE 3  
 RUN DATE - 02/04/11  
 RUN TIME - 183056

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
K0029632	WEED CONT N SEL/N RES	GALLON	19.000 X	=		=	
K1003660	MOWING CYCLES	EACH	5.000 X	=		=	
K1005875	TREE TRANSPLANT	EACH	24.000 X	=		=	
XX006701	SEED CL 4 MOD MES PRA	ACRE	36.500 X	=		=	
XX006702	SEED CL 4 MOD WET MP	ACRE	8.750 X	=		=	
XX006706	SEED CL 4 MOD DET BAS	ACRE	5.000 X	=		=	
XX006709	SEED CL 5 MOD MES PRA	ACRE	36.500 X	=		=	
XX006710	SEED CL 5 MOD WET MP	ACRE	8.750 X	=		=	
XX006834	E CON TO EX LT SYS	EACH	1.000 X	=		=	
XX008485	SEED CL 4 MOD DRY MP	ACRE	3.250 X	=		=	
XX008486	SEED CL 5 MOD DRY MP	ACRE	3.250 X	=		=	
XX008487	CONTROL BURN	ACRE	80.250 X	=		=	
XX008488	PLANTER FENCE (SP 1)	SQ YD	25,454.000 X	=		=	
XX008489	PLANTER FENCE (SP 2)	SQ YD	2,535.000 X	=		=	
XX008490	FORM LINER COLOR (SP)	SQ FT	7,200.000 X	=		=	

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 09-00214-02-LS  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 63542

ECMS002 DTGECM03 ECMR003 PAGE 4  
 RUN DATE - 02/04/11  
 RUN TIME - 183056

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0300062	GRAFFITI REMOVAL	SQ YD	100.000 X	=		=	
X0321158	PARK BENCHES	EACH	3.000 X	=		=	
X0322959	WEED CONT NS/NR WETLN	GALLON	5.000 X	=		=	
X0323689	REMOV EX EROS CONTROL	L SUM	1.000 X	=		=	
X0324390	FLOOD LIGHTING UNIT	EACH	2.000 X	=		=	
X0325170	PLANT BED PREPARATION	SQ FT	29,041.000 X	=		=	
X0350805	FOLD DOWN BOLLARDS	EACH	9.000 X	=		=	
X0795800	COARSE AGGREGATE	TON	1,129.000 X	=		=	
X2110100	TOPSOIL F & P SPL	CU YD	3,000.000 X	=		=	
X2130010	EXPLOR TRENCH SPL	FOOT	101.000 X	=		=	
X5150110	NAME PLATES SPL	EACH	1.000 X	=		=	
X7015005	CHANGEABLE MESSAGE SN	CAL DA	132.000 X	=		=	
X8250500	LIGHTING UNIT COMP SP	EACH	12.000 X	=		=	
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=		=	
Z0019600	DUST CONTROL WATERING	UNIT	100.000 X	=		=	

FAP 361  
 09-00214-02-LS  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 63542

ECMS002 DTGECM03 ECMR003 PAGE 5  
 RUN DATE - 02/04/11  
 RUN TIME - 183056

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
Z0033026	MAIN EX LT SYS COMP	L SUM	1.000 X	=		=	
Z0076600	TRAINEES	HOUR	500.000 X	=	0.80	=	400.00
20101400	NITROGEN FERT NUTR	POUND	3,696.000 X	=		=	
20101500	PHOSPHORUS FERT NUTR	POUND	3,696.000 X	=		=	
20101600	POTASSIUM FERT NUTR	POUND	3,696.000 X	=		=	
20101700	SUPPLE WATERING	UNIT	125.000 X	=		=	
25000210	SEEDING CL 2A	ACRE	36.250 X	=		=	
25000300	SEEDING CL 3	ACRE	4.750 X	=		=	
25000750	MOWING	ACRE	5.000 X	=		=	
25100115	MULCH METHOD 2	ACRE	21.000 X	=		=	
25100630	EROSION CONTR BLANKET	SQ YD	308,780.000 X	=		=	
25400200	SELECT MOWING STAKES	EACH	187.000 X	=		=	
28000305	TEMP DITCH CHECKS	FOOT	156.000 X	=		=	
28000400	PERIMETER EROS BAR	FOOT	24,760.000 X	=		=	
28000500	INLET & PIPE PROTECT	EACH	21.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
28000510	INLET FILTERS	EACH	80.000 X	=			
28100205	STONE RIPRAP CL A3	TON	1,984.000 X	=			
67000400	ENGR FIELD OFFICE A	CAL MO	14.000 X	=			
67100100	MOBILIZATION	L SUM	1.000 X	=			
70100310	TRAF CONT-PROT 701421	L SUM	1.000 X	=			
70100450	TRAF CONT-PROT 701201	L SUM	1.000 X	=			
70103815	TR CONT SURVEILLANCE	CAL DA	24.000 X	=			
81017505	CON T 3/4 CNC	FOOT	550.000 X	=			
81017515	CON T 1 1/4 CNC	FOOT	800.000 X	=			
81400730	HANDHOLE C CONC	EACH	9.000 X	=			
81702420	EC C XLP USE 3-1C 8	FOOT	800.000 X	=			
81702450	EC C XLP USE 3-1C 10	FOOT	550.000 X	=			
81900200	TR & BKFIL F ELECT WK	FOOT	700.000 X	=			

TOTAL \$

NOTE:  
 \*\*\* PLEASE TURN PAGE FOR IMPORTANT NOTES \*\*\*

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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have 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 the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

#### **II. ASSURANCES**

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.

##### **A. 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 \$177,412.00. Sixty percent of the salary is \$106,447.20.

## 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.

### **B. 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.

### **C. 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.

### **D. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, 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.

### **E. 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.

### **F. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **G. 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**

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. Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **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, or enter into a subcontract, 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.

3. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

### **F. 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.

### **G. Bid-Rigging/Bid Rotating**

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

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

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

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

## RETURN WITH BID

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.

### **H. 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.

### **I. 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.

## RETURN WITH BID

### J. Disclosure of Business Operations in Iran

Section 50-36 of the Illinois Procurement Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

### 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.**

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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.

**RETURN WITH BID**

**L. Political Contributions and Registration with the State Board of Elections**

Sections 20-160 and 50-37 of the Illinois Procurement Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Illinois Procurement Code, and that it makes the following certification:

**The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.**

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Illinois Procurement Code. This provision does not apply to Federal-aid contracts.

**M. Lobbyist Disclosure**

Section 50-38 of the Illinois Procurement Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The chief procurement officer shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## RETURN 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 bidder further certifies that the Department has received the disclosure forms for each bid.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract 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 \$25,000 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, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Procurement Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

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.

**The current annual salary of the Governor is \$177,412.00.**

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.**

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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 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 60% of the annual salary of the Governor? YES \_\_\_ NO
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's 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 60% of the annual salary of the Governor? 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 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

## RETURN WITH BID

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

RETURN WITH BID

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 \$25,000, 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.

The current annual salary of the Governor is \$177,412.00.

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 60% of the annual salary of the Governor. (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 State 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 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH BID**

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two times the salary of the Governor? Yes \_\_\_ No \_\_\_

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(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 State 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 60% of the annual salary of the Governor, 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 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, 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 two 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**

(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 \_\_\_

---

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Procurement Code.

RETURN WITH BID

**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 \$25,000, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	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. 63542  
KANE County  
Section 09-00214-02-LS  
Project HPP-1527(029)  
Route FAP 361 (Stearns Road)  
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. 63542  
KANE County  
Section 09-00214-02-LS  
Project HPP-1527(029)  
Route FAP 361 (Stearns Road)  
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 \_\_\_\_\_  
Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
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 \_\_\_\_\_

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

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

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

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

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

their respective officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary Certification for Principal and Surety**

STATE OF ILLINOIS,  
County of \_\_\_\_\_

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

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

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

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

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing the proposal and marking the check box next to the Signature and Title line 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. 63542  
KANE County  
Section 09-00214-02-LS  
Project HPP-1527(029)  
Route FAP 361 (Stearns Road)  
District 1 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Illinois Procurement Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

Section 50-2 of the Illinois Procurement Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible chief procurement officer whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. 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, or subcontracting under such a contract, 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, or which is signatory to the contract to which the subcontract relates, 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **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, or enter into a subcontract, 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. Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Procurement Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the chief procurement officer may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, 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 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code 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 bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

**The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.**

\_\_\_\_\_  
Name of Subcontracting Company

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

**A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The chief procurement officer may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Procurement Code. Furthermore, the chief procurement officer may void the contract or subcontract.

**B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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 subcontracting entity or its parent entity, whichever is less, unless the subcontractor 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 subcontractor 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.

**The current annual salary of the Governor is \$177,412.00.**

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

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor 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 subcontractor 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 subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor 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 subcontracting 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 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per subcontract 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 subcontractor must determine each individual in the subcontracting entity or the subcontracting 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 subcontractor 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.

## RETURN WITH SUBCONTRACT

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor 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). Subcontractors desiring to enter into a subcontract of a State of Illinois contract 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, 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.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (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 60% of the annual salary of the Governor. (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 State 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 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State 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 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

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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 60% of the annual salary of the Governor, 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 100% of the annual 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 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

**RETURN WITH SUBCONTRACT**

(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 \_\_\_

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, 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 SUBCONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT  
OF TRANSPORTATION

Form B  
Subcontractor: Other Contracts &  
Procurement Related Information  
Disclosure

Subcontractor 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 subcontracts with a total value of \$25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

**DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION**

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

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

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

**THE FOLLOWING STATEMENT MUST BE CHECKED**

<input type="checkbox"/>	_____	_____
	Signature of Authorized Officer	Date



## 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 11, 2011. 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. 63542  
KANE County  
Section 09-00214-02-LS  
Project HPP-1527(029)  
Route FAP 361 (Stearns Road)  
District 1 Construction Funds**

**Project consists of permanent landscaping which includes preparation of seed beds, permanent seeding, mulching, erosion control blankets, trees, shrubbery, control burns, mowing and all other incidental items to complete the work on FAP Rte. 361 (Stearns Road) from Randall Road to DuPage County Line.**

- 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

Gary Hannig,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2011

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

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LR 108		<input type="checkbox"/> Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		<input type="checkbox"/> Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		<input type="checkbox"/> Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		<input type="checkbox"/> Asphalt Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		<input type="checkbox"/> Bituminous Treated Earth Surface	Jan. 1, 2007	Jan. 1, 2008
LR 400-2		<input type="checkbox"/> Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1032-2		<input type="checkbox"/> Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

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

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

File Name	Pg #		Special Provision Title	Effective	Revised
80240			Above Grade Inlet Protection	July 1, 2009	
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80243			American Recovery and Reinvestment Act Provisions	April 1, 2009	
80236			American Recovery and Reinvestment Act Signing	April 1, 2009	April 15, 2009
80186			Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	Jan. 1, 2009
80213			Alkali-Silica Reaction for Precast and Precast Prestressed Concrete	Jan. 1, 2009	
80207	81	X	Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas (NOTE: This special provision was previously named "Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas Inside Illinois State Borders".)	Nov. 1, 2008	Nov. 1, 2010
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	April 1, 2009
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80166			Cement	Jan. 1, 2007	April 1, 2009
80260			Certification of Metal Fabricator	July 1, 2010	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80094			Concrete Admixtures	Jan. 1, 2003	April 1, 2009
80215			Concrete Joint Sealer	Jan. 1, 2009	
80226			Concrete Mix Designs	April 1, 2009	
80261	82	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	
80237	85	X	Construction Air Quality – Diesel Vehicle Emissions Control	April 1, 2009	July 1, 2009
80239	87	X	Construction Air Quality – Idling Restrictions	April 1, 2009	
80227			Determination of Thickness	April 1, 2009	
80177			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	89	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2010
* 80179	98	X	Engineer's Field Office Type A	April 1, 2007	Jan. 1, 2011
* 80205			Engineer's Field Office Type B	Aug. 1, 2008	Jan. 1, 2011
80189	101	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80228	103	X	Flagger at Side Roads and Entrances	April 1, 2009	
80249			Frames and Grates	Jan. 1, 2010	
* 80265			Friction Aggregate	Jan. 1, 2011	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80169			High Tension Cable Median Barrier	Jan. 1, 2007	April 1, 2009
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80245			Hot-Mix Asphalt – Anti-Stripping Additive	Nov. 1, 2009	
80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	
80250			Hot-Mix Asphalt – Drop-Offs	Jan. 1, 2010	
80259			Hot-Mix Asphalt – Fine Aggregate	April 1, 2010	
80109			Impact Attenuators	Nov. 1, 2003	Nov. 1, 2008
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80252			Improved Subgrade	Jan. 1, 2010	
* 80266			Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds ≤ 40 MPH	Jan. 1, 2011	Jan. 2, 2011
80230	104	X	Liquidated Damages	April 1, 2009	
* 80267			Long-Span Guardrail over Culvert	Jan. 1, 2011	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80203			Metal Hardware Cast into Concrete	April 1, 2008	April 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010

File Name	Pg #		Special Provision Title	Effective	Revised
80238			Monthly Employment Report	April 1, 2009	Jan. 1, 2010
80253			Movable Traffic Barrier (NOTE: This Special Provision was previously named "Moveable Traffic Barrier System".)	Jan. 1, 2010	Jan. 1, 2011
80262	105	X	Mulch	Nov. 1, 2010	Jan. 1, 2011
80180	109	X	National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction	April 1, 2007	Nov. 1, 2009
80208			Nighttime Work Zone Lighting	Nov. 1, 2008	
80231			Pavement Marking Removal	April 1, 2009	
80254			Pavement Patching	Jan. 1, 2010	
80022	111	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80232			Pipe Culverts	April 1, 2009	April 1, 2010
80263	113	X	Planting Perennial Plants	Jan. 1, 2011	
80210			Portland Cement Concrete Inlay or Overlay	Nov. 1, 2008	
80217			Post Clips for Extruded Aluminum Signs	Jan. 1, 2009	
80268	116	X	Post Mounting of Signs	Jan. 1, 2011	
80171			Precast Handling Holes	Jan. 1, 2007	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2009
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2009
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	
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	
80247			Raised Reflective Pavement Markers	Nov. 1, 2009	April 1, 2010
80172			Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 1, 2011
80224			Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	
80131	117	X	Seeding	July 1, 2004	July 1, 2010
80264			Selection of Labor	July 2, 2010	
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	July 1, 2010
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	July 1, 2010
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	
80234			Storm Sewers	April 1, 2009	April 1, 2010
80143	120	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	121	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2011
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	
80256			Temporary Water Filled Barrier (NOTE: This special provision was previously named "Temporary Longitudinal Traffic Barrier System".)	Jan. 1, 2010	Jan. 1, 2011
80257			Traffic Barrier Terminal, Type 6	Jan. 1, 2010	
80269	125	X	Traffic Control Surveillance	Jan. 1, 2011	
20338	126	X	Training Special Provisions	Oct. 15, 1975	
80258			Truck Mounted/Trailer Mounted Attenuators	Jan. 1, 2010	
80071			Working Days	Jan. 1, 2002	

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

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

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

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

**STATE OF ILLINOIS**  
**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of Contract No. 63542, Section 09-00214-02-LS, Project No. HPP-1527(029), Job No. C-91-055-10 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

**LOCATION OF PROJECT**

The project is located along Stearns Road between Randall Road and extends easterly to approximately 0.76 mile east of Dunham Road. The net and gross length of the improvement is 29,358 feet (5.56 miles).

**DESCRIPTION OF PROJECT**

The work consists of permanent landscaping for the newly constructed Stearns Road Corridor. Landscaping work will include preparation of seed beds, permanent seeding, mulching, erosion control blankets, trees, shrubbery, control burns, mowing and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

**MAINTENANCE OF ROADWAYS**

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

Beginning on the date that the Contractor begins work on this project, he 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 Resident Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Resident Engineer.

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

**COMPLETION DATE**

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

"The final completion date for all work and ready for final payment shall be **June 30, 2012.**"

The Contractor shall plan his operation to assure that all fall planting are in place based on the planting times specified in Section 253.03 of the Standard Specifications. No planting of any kind will take place on and after **December 1, 2011.**

Spring planting will not resume until **March 15, 2012.**

Liquidated damages per the contract documents will apply to the contract final completion date(s).

**LANDSCAPE COORDINATION AND TRANSFER OF EROSION CONTROL DEVICES**

Landscape Coordination: Contractor shall install the proposed landscaping as shown on the Plans. The proposed landscaping and erosion control shall be maintained (i.e. mowed, weeded, stones removed and erosion problems repaired) until June 2013. The Contractor shall coordinate and work cooperatively with the Stage 2, 3, 4 and 5 roadway contractors until the completion date of each of these contracts.

Prior to the commencement of the work under the corridor landscaping contract, a meeting between the Contractor, Resident Engineer, and the Stage 2, 3, 4 and 5 roadway contractors and Resident Engineers. At this meeting, the Contractor shall accept maintenance of the existing landscape and erosions control devices. Prior to this acceptance, all dead or damaged landscape materials shall be replaced. All erosion control shall be inspected and repaired by the respective Stage roadway contractors and replacement of deficient measures with new materials will be completed prior to transfer and acceptance.

Basis of Payment: There will be no separate measurement or payment for fulfilling the requirements described herein, and all costs, direct or indirect, shall be included in the prices for other items. Failure to successfully transfer erosion control devices will result in the withholding of Contractor payments until the requirements of this sub-section are met.

**COORDINATION AND COOPERATION**

The Stearns Road Corridor Project encompasses various construction contracts which will be performed concurrently. Contracts may abut and/or overlap others. Therefore, each contract includes work items that require close coordination between contractors regarding the sequence and timing for execution of work items. The following contracts will be open during the early portions of this contract. The landscape contractor shall meet the requirements of this special provision.

Contract Packaging Summary:

<b>Contract</b>	<b>General Work</b>	<b>Completion Date</b>
1	Construction of structures: IL Route 31 over New Stearns Road New Stearns Road over Brewster Creek Dunham Road over CC&P	June 30, 2011
2-63073	McLean Blvd. & IL Route 31	June 30, 2011
3-63074	Stearns Road, Dunham Road & IL Route 25	June 30, 2011
4-63075	Fox River Bridge, New Stearns Road from McLean Blvd. to IL Route 25	June 30, 2011
5-63076	Stearns Road, Randall Road to McLean Blvd.	June 30, 2011

General Coordination: The contractor is directed and shall comply with Section 105.08 of the Standard Specifications and as herein described.

Weekly Meetings: All Contractors shall attend a weekly corridor meeting coordinating timing and sequence of work activities. These meetings shall be in addition to meetings required per individual contract.

In addition, add the following paragraph to the beginning of Article 105.08 of the Standard Specifications "The Contractor shall identify all critical work items at the beginning of the contract and coordinate the sequence and timing for their execution and completion with the other Contractors. All of these work items shall be identified as separate line items in the Contractor's proposed Construction Progress Schedule. Additional compensation or the extension of contract time will not be allowed for the progress of the work items affected by the lack of such coordination by the Contractor."

A critical work item is defined as an item requiring adjacent and/or overlapping contractor cooperation.

Agency Cooperation: The Contractor shall coordinate and cooperate as necessary with the Illinois Department of Transportation, Kane and DuPage County Division of Transportation, the Kane/DuPage Soil and Water Conservation District, the US Army Corps of Engineers and other agencies that are appropriate for work activities.

Utility Cooperation: A Subsurface Utility Exploration (S.U.E.) study has been conducted for the corridor and will be available upon request. The Contractor will still be responsible for all arrangements necessary to verify the location of utilities and protection of the utilities in compliance with Articles 105.07 and 107.31 of the Standard Specifications.

Illinois Environmental Protection Agency Notice of Intent (NOI): The notice of intent for construction form must be filed by the Contractor electronically (preferred) or by mail at least 30 days prior to the start of construction. The website address for this process is [www.epa.state.il.us](http://www.epa.state.il.us). An electronic copy of the Stormwater Pollution Prevention Plan (SWPPP) can be furnished by the design engineer and should be requested with a 48 hour notice to allow adequate time for delivery or transmission to the Contractor. The NOI is required to be submitted at least 30 days prior to the start of construction and requires coordination with IDNR and IHPA.

Contractor Access Coordination: At times one Contractor may have to access the jobsite through an adjacent Contractor's project. In accordance with Section 105.08 of the Standard Specifications the Contractors shall coordinate this access. The Contractor requiring access will have the general responsibility of barricade maintenance, daily cleanup, maintenance of traffic and flagman and other associated work with this access.

Contractors shall also be responsible for coordination of lane closures among the respective contracts.

Electronic Document Management System: Contractor shall participate and utilize an electronic document management system as implemented by the Resident Engineer. Contractor shall provide internet access and email systems in their field office for their personnel to respond to requests and utilize this system in an electronic fashion.

Work Restrictions: The Contractor shall not proceed with any construction operations, which would require permanent (24 hour per day) lane closures, lane shifts, and/or shoulder closures on the arterial and local streets between December 1 and March 1 unless approved by the Engineer.

The Engineer's written approval shall be obtained by the Contractor before proceeding with any work that interferes with traffic prior to that date. Off-road work may proceed prior to that date if approved by the Engineer.

The Contractor, the Erosion and Sediment Control Manager, and all sub-contractors are required to attend an Erosion and Sediment Control/Environmental Training Meeting. No work shall be performed on this contract before this meeting has taken place and all erosion control and environmental issues have been completed to the satisfaction of the Engineer. Any workers on the site shall be required to attend a mandatory training session regarding environmental and erosion issues prior to working on site.

Measurement and Payment: There will be no separate measurement or payment for fulfilling the COORDINATION AND COOPERATION requirements described herein, and all costs, direct or indirect, shall be included in the prices for other items. Failure to provide satisfactory schedule submittals within the time specified herein will result in the withholding of Contractor payments until the requirements of this subsection are met.

## **DRAINAGE AND EROSION CONTROL**

Interim Drainage: Sufficient drainage facilities shall be maintained throughout construction to facilitate surface runoff. When any loose material is deposited in the flow line of ditches, gutter or drainage structures so that the natural flow of water is obstructed, it shall be removed at the close of each working day. At the conclusion of the construction operations all drainage structures so affected shall be free from dirt and debris. This work shall be incidental in the cost of other items and not paid for separately. It shall be the Contractor's responsibility to plan his operations, with the approval of the Engineer in the field, so as to utilize the facilities provided to prevent local flooding and insure proper surface runoff. Any minor ditch grading as directed by the Engineer necessary to provide for the interim drainage will not be paid for separately but shall be included in the cost of other items as well.

Protection of Existing Drainage Facilities During Construction: Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers as shown on the contract plans are approximate. Prior to commencement of work, the Contractor, at his own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged shall be restored or replaced to the approval of the Resident Engineer. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or Special Provisions.

**Erosion and Sediment Control Manager:** This Special Provision revises Section 105 (Control of Work) of the Standard Specifications for Road and Bridge Construction, creating a requirement for a designated erosion and sediment control manager to be present full time at this project.

Add the following to Article 105.06: Erosion and Sediment Control Manager (ESCM):

The Contractor shall assign to the project an on-site full-time employee to serve in the capacity of ESCM. This employee shall be thoroughly experienced in all aspects of erosion and sediment control and construction. The ESCM shall have sufficient authority for the implementation of the approved erosion and sediment control schedules and methods of operation, including both on-site and off-site activities.

At least 10 days prior to beginning any work on this project, the name and credentials of the ESCM shall be submitted to the Engineer. Any changes in the ESCM shall require a resubmission of the above. The resubmission shall be timed to ensure that an ESCM is assigned to the project at all times. This ESCM is considered to be included in the base bid and no separate pay item shall be provided.

**Erosion and Sediment Control Call Out:** This work shall consist of the short notice mobilization of a work crew for the purpose of maintaining and repairing critical erosion and sediment control items when required to respond to unpredictable events beyond the Contractor's control. Upon receipt of a written notification of the Request for Erosion and Sediment Control Call Out (RESCCO) from the Engineer, the Contractor shall have until the end of the next Working Day to perform the required work.

If the required work is not performed by the end of the next Working Day, the Request for Erosion and Sediment Control Call Out will also be considered the warning for an Erosion and Sediment Control Deficiency Deduction (ESCDD). The Erosion and Sediment Control Deficiency Deduction will be dated 2 Working Days after the date on the Request for Erosion and Sediment Control Call Out. The Erosion and Sediment Control Deficiency Deduction will be enforced as described herein:

<b>Contractor Action</b>	<b>Department Action</b>
Receipt of RESCCO end of Day One	Deliver RESCCO on Day One
Finish required Work end of Day Two	Department measures work performed according to Erosion and Sediment Control Call Out Method of Measurement
Finish required Work end of Day Three	Department pays only standard pay items and does not apply to Erosion and Sediment Control Call Out Method of Measurement
Finish required Work end of Day Four or later	Department invokes ESCDD prior to Work Day Three, pays only standard work pay items, and does not apply to Erosion and Sediment Control Call Out Method of Measurement

Any individual RESCCO will not be applied towards work whose contract prices total more than \$10,000 (ten thousand dollars) before the application of Article 280.06.

**Method of Measurement:** This work will not be measured for payment separately, but included in the items of work performed, when indicated in a Request for Erosion and Sediment Control Call Out. Each RESCCO will be paid at a rate of 1.1 units for every 1.0 units of work measured and performed.

Basis of Payment: This work will be paid for at the contract unit price for the work items performed, measured as specified and will not be paid for separately.

**ENVIRONMENTAL CONSIDERATIONS AND COMMITMENTS**

The entire Stearns Corridor is a highly sensitive environmental corridor. As such, a number of commitments were agreed upon during the development of this project, and it is required that the contractor honor these commitments to the fullest. The following is a list of environmental consideration and commitments established for this project:

Agency	Commitment
US Department of Transportation Federal Highway Administration Illinois Department of Transportation Record of Decision FHWA-ILEIS-93-01-F /4(f)	Any disturbance to the Fox River occur only between June 8 and February 29 only
US Department of Transportation Federal Highway Administration Illinois Department of Transportation Record of Decision FHWA-ILEIS-93-01-F/4(f)	Construction noise be attenuated in accordance with Section 107.35 of the Standard Specifications
US Department of Transportation Federal Highway Administration Illinois Department of Transportation Record of Decision FHWA-ILEIS-93-01-F/4(f)	Dust and air-born dirt control shall be in accordance with Section 107.36 of the Standard Specifications
Intergovernmental Agreement Between the Counties of DuPage and Kane	DuPage County shall be named as additional insured in the contract documents
Intergovernmental Agreement Between the Counties of DuPage and Kane	Work in DuPage County will require DuPage County be provided insurance coverage as specified in the Standard Specifications
Intergovernmental Agreement Between the Counties of DuPage and Kane	Copies of insurance for DuPage County shall be provided to the DuPage County Engineer prior to work commencement
Intergovernmental Agreement Between the Counties of DuPage and Kane	Any change order work in DuPage County shall be approved by the DuPage County Engineer

It is the Contractor's responsibility to comply with these considerations and commitments and coordinate activities with other corridor contractors to assure overall compliance in accordance with Section 105.08 of the Standard Specifications.

A copy of the US Army Corps of Engineer's 404 Individual Permit and Permit Modification, Illinois Environmental Protection Agency 401 Certification, DuPage County Stormwater Management Permit and Application, and the Illinois Department of Natural Resource - Office of Water Resources Permit are included as a part of this Special Provision. The General Conditions, Special Conditions and Permit Restrictions of these documents are incorporated and a part of this contract. Compliance with the requirements contained therein is required as a part of the completion of this project.

Measurement and Payment: There will be no separate measurement or payment for fulfilling the ENVIRONMENTAL CONSIDERATIONS AND COMMITMENTS requirements described herein, and all costs, direct or indirect, shall be included in the prices for other items.

## **EXPLORATION TRENCH, SPECIAL**

Description: This work shall be as required in Section 213 of the Standard Specifications and shall also consist of excavating a trench of sufficient width, (minimum 52"), length and depth (as field determined) to expose existing utilities, potential utility conflicts, other utility obstructions, shown on the plans or as determined by the Resident Engineer. As this is a landscape project utility adjustments are anticipated but digging will be required for tree and shrub planting. This item has included in the contract in the event the contractor needs to verify the location of an existing utility.

The depth and width of trench shall be of adequate width to allow investigation of the item in the trench. The maximum depth shall be based on the depth of the proposed utility depth or to the point of potential utility conflict.

The exploration holes will also be completed at all locations where the proposed sewers, casing pipe, underdrains or culvert pipes cross an existing utility line where meeting clearance requirements are essential and adjustment to the existing utility may be necessary prior to starting construction operations to meet said clearance requirements. Other exploration trenches may be excavated at the locations noted on the plans or required by the Resident Engineer.

The depth of the inspection hole shall be as necessary to uncover the existing utilities or other obstructions and of adequate width to allow investigation of the investigated item in the hole. In no case does the inspection hole need to be deeper than the proposed invert elevation of the proposed work item being installed plus the clearance requirement.

After a determination of the condition and/or location adequacy and at the direction of the Resident Engineer, in areas of proposed structural embankment or pavement structures, the Contractor shall backfill the trench with materials meeting the requirement of TRENCH BACKFILL in Section 208 of the Standard Specifications. All areas outside the improvements can be backfilled with the originally excavated material. All excess excavated material created by this work shall be disposed of offsite by the Contractor.

Basis of Payment: This work will be paid for at the contract unit price per vertical linear foot for EXPLORATION TRENCH, SPECIAL regardless of depth for utility exploration and as specified in Section 213 for underdrain exploration, which will be payment in full for all required work as set forth above. Trench backfill will not be measured separately for payment but shall be INCLUDED in the cost of Exploration Trench, Special.

## **TREE PLANTING AND UTILITY LOCATION**

Prior to proceeding with any planting work the contractor will be required to contact J.U.L.I.E. (see STATUS OF UTILITIES TO BE ADJUSTED) so that all utility owners may field locate their facilities. The contractor will then field mark the locations of plantings and with the Resident Engineer shall review the location of the plantings which may interfere with underground and overhead utilities. The contractor in coordination with the Resident Engineer will adjusted the plantings to avoid conflict with the underground and overhead utilities.

## **CONSTRUCTION LAYOUT**

Description: The Contractor shall furnish and place construction layout stakes for this project. The Contractor shall establish from the given survey points and bench marks shown on the plans all the control points necessary to construct the individual project elements.

The area to be planted shall be prepared (if required) as specified before planting operations are begun. The Contractor shall furnish all marking flags for locating plants marked with the common name of plants. **The Contractor shall be responsible for the layout of all landscaping and the outlining of each area for mass or individual planting.** The Resident Engineer will approve the layout of all landscaping.

The location of the roadway geometry, alignments, benchmarks and control points as shown on the plans represent data received from various sources. The contractor shall conduct his own investigations into the location and nature of any variations to the work area which may alter the work under this contract. The contractor will notify the engineer immediately of any deviation in the alignment or work areas.

The contractor may request electronic CADD Files for this project to assist with project layout. The contractor should make the written request for the electronic files through the Resident Engineer.

Basis of Payment: Providing construction layout as described herein will be paid for at the contract Lump Sum for CONSTRUCTION LAYOUT, which price shall be full compensation for layout stakes, flagging, and all labor, equipment and materials required for performing the work as herein specified and detailed on the plans.

## **TRAFFIC CONTROL AND PROTECTION, STANDARD 701201**

Description: It is anticipated that portions of the landscape operations and other related work may require a daily lane closure for work adjacent to the curbs and shoulders of two lane two way roadways within the project (IL Rte 25, IL Rte 31, Stearns Road, side streets). Closures will be limited to one lane in each direction at a time and only during day time. These closures will be in accordance with Standard 701201 and the applicable portions of Section 701 of the Standard Specifications.

Basis of Payment: Providing and maintaining traffic control devices as described herein and in accordance with Standard 701201 will be paid for as TRAFFIC CONTROL AND PROTECTION, STANDARD 701201. The project may require that the Contractor work in multiple locations simultaneously throughout the project. In those cases where the Contractors operations require multiple setups of this standard the traffic control standard will only be paid for once for the entire duration of the project, regardless of how many applications or times the standard is utilized to complete the work.

## **TRAFFIC CONTROL AND PROTECTION, STANDARD 701421**

Description: It is anticipated that portions of the landscape operations, applying of bridge stain and anti-graffiti systems and other related work may require a daily lane closure on curbed two way multilane roadways within the project (Stearns Road, McLean Blvd., Dunham Rd.). Closures will be limited to one lane in each direction at a time and only during day time. On multilane portions of the roadway, the closure will be in accordance with Standard 701421 and the applicable portions of Section 701 of the Standard Specifications.

Basis of Payment: Providing and maintaining traffic control devices as described herein and in accordance with Standard 701421 will be paid for as TRAFFIC CONTROL AND PROTECTION, STANDARD 701421. The project may require that the Contractor work in multiple locations simultaneously throughout the project.

In those cases where the Contractors operations require multiple setups of this standard the traffic control standard will only be paid for once for the entire duration of the project, regardless of how many applications or times the standard is utilized to complete the work.

### **CHANGEABLE MESSAGE SIGN**

Description: The Kane County Division of Transportation requires that electronic changeable message signs be placed on the each end of the work zone to warn the public of the pending construction work and changes in traffic configurations. The message boards will initially need to be placed and set out for seven (7) days in advance of the anticipated first day of construction. The message boards will be relocated for each change in work area and will remain in use for the duration of the project. The Contractor will coordinate with the Resident Engineer on the exact placement of the message boards and the message that is to be displayed.

In the event of a winter or summer shut down, the message boards will again need to be placed and set out for seven (7) days in advance of the anticipated first day of construction and will remain in use as directed by the Resident Engineer.

Anticipated location for the changeable message board(s) will be at Stearns and Randall Road and IL 25 and Stearns Road intersections. Twenty-five (25) percent of the estimated contract working days were used for the purposes of estimating the number of cal days.

Method of Measurement: Message board(s) will be paid for per calendar day for each message sign utilized (four (4) are anticipated for this project).

Basis of Payment: The message signs shall be removed after all work is complete and as directed by the Resident Engineer. The Contractor will coordinate with the Resident Engineer on the exact placement of the message boards and the message that is to be displayed. The message boards will be paid for as CHANGEABLE MESSAGE SIGN, per calendar day for each message sign utilized.

### **TEMPORARY DITCH CHECKS**

Description: This work will consist of constructing temporary ditch checks at locations shown on the plans or as directed by the Resident Engineer during the life of the project, and the removal and disposal of the temporary ditch check upon the direction of the Resident Engineer. This work will be completed in accordance with applicable articles of Section 280 of the Standard Specifications and as detailed on the plans.

Construction Requirements: The temporary ditch checks shall be constructed of rolled excelsior and staked in the ditch with wooden stakes spaced 2 feet on center as shown on the detail. Maintenance of the ditch check includes replacement of ditch check cleaning and disposal of sediment as directed by the Resident Engineer.

Method of Measurement: TEMPORARY DITCH CHECKS will be measured for payment in feet in place.

Basis of Payment: This work will be paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified and detailed on the plans.

## **ROCK CHECK DAM AND CULVER INLET PROTECTION**

Description: This work will consist of furnishing and placing riprap and coarse aggregate for Rock Check Dams and Culver Inlet Protection to restore the width, length and depth due to "blowout" or failure resulting from storm events. Riprap and aggregate will be placed to the lines, grades, and details shown on the Plans. Removal of existing debris, accumulated silt, trapped sediment, or displaced riprap and coarse aggregate will be considered included in the cost of riprap and coarse aggregate and disposed of according to Article 202.03.

Materials: All materials will meet the requirements of the following Articles of Section 1000 – Materials:

Riprap will be Class A3 per Article 1005.01

Coarse Aggregate will be gradation CA3 per Article 1004.01

Method of Measurement: STONE RIPRAP, CLASS A3 and COARSE AGGREGATE will be measured for payment in units of tons. Payment will not be made for riprap or coarse aggregate placed outside of the plan dimensions. Payment will not be made for partial loads.

Basis of Payment: This work will be paid for at the contract unit price per ton for STONE RIPRAP, CLASS A3 and COARSE AGGREGATE.

## **PERIMETER EROSION BARRIER**

Description: All work, materials and equipment will conform to Sections 280 and 1080 of the Standard Specifications except as modified herein. Existing Perimeter Erosion Barrier will be inspected by the Resident Engineer following the transfer of erosion control devices. A 50% increase in contract quantities has been added for the maintenance and replacement of existing and proposed erosion barrier in the event they become damaged beyond repair. Replacement and removal will be at the direction of the Resident Engineer and be disposed of according to Article 202.03.

Method of Measurement: PERIMETER EROSION BARRIER will be measured for payment in place in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for PERIMETER EROSION BARRIER.

## **INLET AND PIPE PROTECTION**

Description: All work, materials and equipment will conform to Sections 280 and 1080 of the Standard Specifications except as modified herein. Existing Inlet and Pipe Protection will be inspected by the Resident Engineer following the transfer of erosion control devices. Inlet and pipe protection that is determined to be in adequate condition will remain. Removal will be at the direction of the Resident Engineer and installed per the IDOT Standard detail. Disposal will be according to Article 202.03.

Method of Measurement: INLET AND PIPE PROTECTION will be measured for payment as individual items and the unit of measurement will be each.

Basis of Payment: This work will be paid for at the contract unit price per each for INLET AND PIPE PROTECTION.

## **INLET FILTERS**

Description: All work, materials and equipment will conform to Sections 280 and 1080 of the Standard Specifications except as modified herein.

Inlet filters will be installed at pavement inlet locations as shown on the plans. Prior to ordering materials, the Contractor will determine the size and shape of the various drainage structures being protected. It is NOT the intent to install inlet filters in every inlet. Inlet filters will only be installed adjacent to ONGOING work and remain in place until the installation of PERIMETER EROSION BARRIOR or MULCH, METHOD 2. The Contractor may reuse inlet filters in other areas of restoration following the removal of trapped sediment and accumulated silt. Removal of debris, accumulated silt and trapped sediment will be considered included in the cost of the inlet filter and disposed of according to Article 202.03. Twenty-five (25) percent of the total number of inlets requiring protection was used for the purposes of estimating the number inlet filters.

Method of Measurement: INLET FILTERS will be measured for payment as individual items and the unit of measurement will be each.

Basis of Payment: This work will be paid for at the contract unit price per each for INLET FILTERS.

## **REMOVE EXISTING EROSION CONTROL**

Description: This work will consist of the removal and disposal of existing erosion control systems including perimeter erosion barrier and temporary ditch checks, rolled excelsior installed under previous contracts. Removal of existing erosion control systems will be as indicated on the plans and be disposed of according to Article 202.03. Locations and plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Method of Measurement: REMOVE EXISTING EROSION CONTROL will be measured in units of lump sum for the removal and disposal of existing erosion control systems including perimeter erosion barrier and temporary ditch checks, rolled excelsior.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for REMOVE EXISTING EROSION CONTROL.

## **DUST CONTROL WATERING**

Description: This work shall consist of the control of dust resulting from the construction operations exclusively. This item shall not be used in the compaction of earth embankments.

The dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed and in a manner approved by the Resident Engineer.

All equipment used for this work shall meet with the Resident Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharge. All water used shall be properly documented by ticket or other approved means.

Method of Measurement: DUST CONTROL WATERING 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 work will be paid for at the contract unit price per unit as DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as specified.

### **TREE WATERING SYSTEM**

Description: This work will include the installation and removal of a tree watering system. Immediately following planting, all new trees and transplanted trees will be fitted with a single irrigation bag. One year following the end of the period of establishment, the Contractor shall remove and dispose of the tree irrigation bag.

Materials: The tree irrigation bag shall be as manufactured by Treegator or equal. The general requirements of the irrigation bag shall be:

- Capable of providing 20 gallons of water in a single bag.
- Capable of fitting 1 to 4 inch caliper tree trunk.
- Made of green polyethylene with nylon webbing, complete with poly straps and nylon zipper.
- Complete with two (2) water release points per bag.
- UV stabilized to withstand exposure to sunlight.
- Fill opening fits up to a 3" diameter hose.

Basis of Payment: The irrigation bags will not be measured separately for payment but shall be considered INCLUDED in the cost of the various species of tree planted.

### **SUPPLEMENTAL WATERING**

Description: This work will include watering all trees, shrubs, and perennial plants at the rates specified and as directed by the Resident Engineer.

Schedule: Watering will only begin after the successful completion of all period of establishment requirements. Watering must be completed in a timely matter. When the Resident Engineer directs the Contractor to do supplemental watering, the Contractor must begin the watering operation within 24 hours of notice. A minimum of 10 until of water per day must be applied until the work is complete. Damage to plant material that is a result of the Contractor's failure to water in a timely way must be repaired or replaced at the CONTRACTOR'S expense.

Source of Water: The Contractor shall notify the Resident Engineer of the source of water used and provide written certification that the water does not contain chemicals harmful to plant growth.

Rate of Application: The normal rates of application for water are as follows. The Resident Engineer will adjust these rates as needed depending upon weather conditions.

Perennial Plants:	3 gallons per square yard
Trees:	10 gallons per tree
Shrubs:	3 gallons per shrub

Method of Application: A spray nozzle that does not damage small plants will be used when watering perennial plants. Water shall be applied at the base of the plant to keep as much water as possible off the plant leaves. An open hose may be used to water shrubs if mulch and soil are not displaced by watering. A

TREE WATERING SYSTEM will be used when watering trees. Water shall trickle slowing into the soil and completely soak the root zone. The Contractor must supply metering equipment as needed to assure the specified application rate of water.

Method of Measurement: SUPPLEMENTAL WATERING will be measured for payment in units of 1,000 gallons of water applied as directed.

Basis of Payment: This work will be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING. Payment will include the cost of all water, equipment, and labor as needed to complete the work as specified herein and to the satisfaction of the Resident Engineer.

### **TOPSOIL FURNISH AND PLACE, SPECIAL**

Description: It is anticipated that additional topsoil will be required for landscape operations including seed bed preparation, planting bed preparation, tree planting, and tree transplanting. Locations for topsoil placement will be at the direction of the Resident Engineer. Providing and placing topsoil will be as described herein and in accordance with Sections 211 and 1081 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE, SPECIAL.

### **SEED BED PREPARATION**

Description: Prior to placing of permanent seed mixtures, the Contractor will finish grade all seed areas in accordance with Article 250.05 of the Standard Specifications. Surplus materials and debris shall be removed and disposed of off-site.

Basis of Payment: This work will NOT be measured separately for payment but shall be considered INCLUDED in the cost of the various seeding types.

### **PLANTING BED PREPARATION**

Description: This work shall consist of ground preparation and edging for perennial planting beds.

Spray paint bed lines before edging. Using a square edge shovel or other equipment approved by the Resident Engineer, drive blade straight down 3 in. deep. Finished edge shall make a 90 degree angle at grass line. Soil in the bed shall make a 45 degree angle away from the grass. This wedge shaped piece shall be removed and disposed.

Planting bed preparation shall not be started until all stones, boulders, debris, and similar material larger than 3 in. diameter have been removed and all other requirements of Section 212 have been completed. The area to be planted shall be worked to a minimum depth of 9 in. with a disk tiller or other equipment approved by the Resident Engineer, reducing all soil particles to a size not larger than 2 in. in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, roots, sticks, rivulets, gullies, crusting, and caking. No planting shall occur until the planting bed has been approved by the Resident Engineer.

Method of Measurement: PLANTING BED PREPARATION will be measured for payment in units of square foot.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PLANTING BED PREPARATION.

**PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG**

Description: All work, materials and equipment shall conform to Sections 254 and 1081 of the Standard Specifications except as modified herein.

Perennial plants shall be spaced 12" on center and planted in groups with 1 species per group. Size of groups shall be a minimum of 40 sf. and a maximum of 200 sf. All native species will be local genotype and will be from within a radius of 150 miles from the site.

Materials: Revise Article 254.03d - Substitute the following:

Perennial Plants, Wetland Type #1

SCIENTIFIC NAME	COMMON NAME	PLANTS/ACRE
ALISMA SUBCORDATUM	WATER PLANTIAN	500
JUSTICIA AMERICANA	WATER WILLOW	1,000
SAGITTARIA LATIFOLIA	COMMON ARROWHEAD	500
SCIRPUS ACUTUS	HARDSTEM BULRUSH	1,500
SCIRPUS FLUVIATILIS	RIVER BULRUSH	1,000
SPARGANIUM EURYCARPUM	COMMON BUR REED	1,500
TOTAL PER ACRE		6,000

Perennial Plants, Wetland Type #2

SCIENTIFIC NAME	COMMON NAME	PLANTS/ACRE
ACORUS CALAMUS	SWEET FLAG	800
PONTADERIA CORDATA	PICKEREL WEED	800
IRIS VIRGINICA SHREVEI	BLUE FLAG	800
SCIRPUS ACUTUS	HARDSTEM BULRUSH	1,000
SCIRPUS ATROVIRENS	DARKGREEN RUSH	800
SCIRPUS FLUVIATILIS	RIVER BULRUSH	800
SPARGANIUM EURYCARPUM	COMMON BUR REED	1,000
TOTAL PER ACRE		6,000

Method of Measurement: PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG will be measured for payment in units of 100 perennial plants regardless of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per unit for PERENNIAL PLANTS, WETLAND TYPE, 2" DIAMETER BY 4" DEEP PLUG. Materials list for Perennial Plants, Wetland Type #1 and #2 are for plan designation only and will be paid for under this pay item regardless of the type specified.

**PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT**

Description: All work, materials and equipment shall conform to Sections 254 and 1081 of the Standard Specifications except as modified herein.

Perennial plants shall be spaced 12" on center and planted in groups with 1 species per group. Size of groups shall be a minimum of 20 sf. and a maximum of 40 sf. All native species will be local genotype and will be from within a radius of 150 miles from the site.

Materials: Revise Article 254.03c - Substitute the following:

Perennial Plants, Prairie Type, #1

SCIENTIFIC NAME	COMMON NAME	PLANTS/ACRE
ASTER LAEVIS	SMOOTH BLUE ASTER	2000
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	4000
BAPTISIA LEUCANTHA	WILD WHITE INDIGO	2000
DESMODIUM CANADENSE	SHOWY TICK TREFOIL	2000
ECHINACEA PURPUREA	PURPLE CONEFLOWER	5000
ERYNGIUM YUCCIFOLIUM	RATTLESNAKE MASTER	2000
LIATRIS PYCNOSTACHYA	PRAIRIE BLAZING STAR	4000
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	2000
MONARDA FISTULOSA	BERGAMOT	4000
PENSTEMON DIGITALIS	FOXGLOVE BEARDTOUNGE	2000
PETALOSTEMUM CANDIDUM	WHITE PRAIRIE CLOVER	2000
PHYSOSTEGIA VIRGINIANA	OBEDIENT PLANT	2000
PYCNANTHEMUM VIRGINIANUM	COMMON MOUNTAIN MINT	4000
RATIBIDA PINNATA	YELLOW CONEFLOWER	5000
VERBENA HASTA	BLUE VERVAIN	4000
VERNONIA FASCICULATA	COMMON IRONWEED	2000
VERONICASTRUM VIRGINICUM	CULVER'S ROOT	2000
ZIZIA AUREA	GOLDEN ALEXANDERS	2000
TOTAL PER ACRE		52,000

Perennial Plants, Prairie Type, #2

SCIENTIFIC NAME	COMMON NAME	PLANTS/ACRE
ALLIUM CERNUUM	NODDING WILD ONION	1000
ANDROPOGON SCOPARIUS	LITTLE BLUESTEM	5000
ASCLEPIAS TUBEROSA	BUTTERFLY WEED	2000
ASTER LAEVIS	SMOOTH BLUE ASTER	3000
BAPTISIA LEUCANTHA	WILD WHITE INDIGO	1000
BOUTELOUA CURTIPENDULA	SIDE OATS GRAMA	5000
COREOPSIS LANCEOLATA	SAND COREOPSIS	1000
ECHINACEA PURPUREA	PURPLE CONEFLOWER	5000
ERYNGIUM YUCCIFOLIUM	RATTLESNAKE MASTER	2000
LIATRIS ASPERA	BUTTON BLAZING STAR	3000
MONARDA FISTULOSA	BERGAMOT	3000
PANICUM VIRGATUM	SWITCH GRASS	5000
PARTHENIUM INTEGRIFOLIUM	WILD QUININE	2000
PENSTEMON DIGITALIS	FOXGLOVE BEARDTOUNGE	2000
RATIBIDA PINNATA	YELLOW CONEFLOWER	5000
SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	5000
VERONICASTRUM VIRGINICUM	CULVER'S ROOT	1000
ZIZIA AUREA	GOLDEN ALEXANDERS	1000
TOTAL PER ACRE		52,000

Method of Measurement: PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT will be measured for payment in units of 100 perennial plants regardless of the type specified.

Basis of Payment: This work will be paid for at the contract unit price per unit for PERENNIAL PLANTS, PRAIRIE TYPE, GALLON POT. Materials list for Perennial Plants, Prairie Type #1 and #2 are for plan designation only and will be paid for under this pay item regardless of the type specified.

**SEEDING, CLASS 4 (MODIFIED)**

Description: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. Fertilizer is not required.

Materials: Revise Article 250.07 Seeding Mixtures – Substitute the following:

Seeding, Class 4 (Modified) Dry to Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
ANDROPOGON SCOPARIUS	LITTLE BLUESTEM	2.500
BOUTELOUA CURTIPENDULA	SIDE OATS	2.000
CAREX MUEHLENBERGII	SAND BRACTED SEDGE	0.060
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	0.250
ERAGROSTIS SPECTABILIS	PURPLE LOVE GRASS	0.060
KOELERIA CRISTATA	JUNE GRASS	0.150
SPOROBOLUS HETEROLEPIS	PRAIRIE DROPSEED	1.000
	TOTAL WEIGHT OF SEEDS (LB PLS)	6.020
COVER CROP:		
LOLIUM MULTIFLORUM	ANNUAL RYE	6.000
	TOTAL WEIGHT OF SEEDS (LB PLS)	6.000

Seeding, Class 4 (Modified) Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
ANDROPOGON GERARDII	BIG BLUESTEM	2.000
ANDROPOGON SCOPARIUS	LITTLE BLUESTEM	0.500
BOUTELOUA CURTIPENDULA	SIDE OATS	0.250
ELYMUS CANADENSIS	CANADA WILD RYE	1.000
PANICUM VIRGATUM	SWITCH GRASS	0.750
SORGHASTRUM NUTANS	INDIAN GRASS	1.500
CAREX BICKNELLII	BICKNELL'S SEDGE	0.062
	TOTAL WEIGHT OF SEEDS (LB PLS)	6.062
COVER CROP:		
Avena sativa	oats	32.000
Lolium multiflorum	annual rye	3.000
	TOTAL WEIGHT OF SEEDS (LB PLS)	35.000

Seeding, Class 4 (Modified) Wet to Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
ANDROPOGON GERARDII	BIG BLUESTEM	2.000
CALAMAGROSTIS CANADENSIS	BLUE JOINT GRASS	0.350
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	1.000
GLYCERIA STRIATA	FOWL MANNA GRASS	0.500

LEERSIA ORYZOIDES	RICE CUT GRASS	1.000
PANICUM VIRGATUM	SWITCH GRASS	0.250
SPARTINA PECTINATA	CORD GRASS	0.250
CAREX ANNECTENS		
XANTHOCARPA	YELLOW FRUITED SEDGE	0.125
CAREX BEBBII	BEBB'S SEDGE	0.125
CAREX BUXBAUMII	SEDEGE	0.063
CAREX NORMALIS	NORMAL SEDGE	0.125
CAREX VULPINOIDEA	FOX SEDGE	0.125
	TOTAL WEIGHT OF SEEDS (LB PLS)	5.913

COVER CROP:

AGROSTIS ALBA PALUSTRIS	BENT GRASS	1.000
LOLIUM MULTIFLORUM	ANNUAL RYE	3.000
POLYGONUM PENNSYLVANICUM	PENNSYLVANIA KNOTWEED	0.250
	TOTAL WEIGHT OF SEEDS (LB PLS)	4.250

Seeding, Class 4 (Modified) Detention Basin

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
AGROSTIS ALBA PALUSTRIS	BENT GRASS	1.500
ELYMUS VIRGINICUS	VIRGINIA WILD RYE	2.250
GLYCERIA STRIATA	FOWL MANNA GRASS	1.250
LEERSIA ORYZOIDES	RICE CUT GRASS	1.250
CAREX BLANDA	COMMON WOOD SEDGE	0.125
CAREX STIPATA	AWL FRUITED SEDGE	0.125
CAREX VULPINOIDEA	FOX SEDGE	1.000
CYPERUS ERYTHORRHIZOS	RED-ROOTED NUT SEDGE	0.125
	TOTAL WEIGHT OF SEEDS (LB PLS)	7.625

COVER CROP:

AGROSTIS ALBA	RED TOP GRASS	1.500
ECHINOCHLOA CRUSGALLI	BARNYARD GRASS	3.000
	TOTAL WEIGHT OF SEEDS (LB PLS)	4.500

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Method of Measurement: SEEDING, CLASS 4 (MODIFIED) will be measured for payment in acres of surface area of seeding for the seed mix type specified.

Basis of Payment: All seed mixes listed under this special provision shall be paid for at the Contract unit price per acre for SEEDING, CLASS 4 (MODIFIED) DRY TO MESIC PRAIRIE, SEEDING, CLASS 4 (MODIFIED) MESIC PRAIRIE, SEEDING, CLASS 4 (MODIFIED) WET TO MESIC PRAIRIE, and SEEDING, CLASS 4 (MODIFIED) DETENTION BASIN which price shall be payment in full for seed bed preparation, seed, planting and furnishing all labor to complete the work as set forth above.

**SEEDING, CLASS 5 (MODIFIED)**

Description: All work, materials and equipment shall conform to Sections 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species shall be local genotype and shall be from a radius not to exceed 100 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials: Revise Article 250.07 Seeding Mixtures – Substitute the following:

Seeding, Class 5 (Modified) Dry to Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
ALLIUM CERNUUM	NODDING WILD ONION	0.125
AMORPHA CANESCENS	LEAD PLANT	0.125
ANEMONE CANADENSIS	MEADOW ANEMONE	0.125
ARTEMISIA CAUDATA	BEACH WORMWOOD	0.060
ASCLEPIAS SULLIVANTII	PRAIRIE MILKWEED	0.030
ASCLEPIAS TUBEROSA	BUTTERFLY WEED	0.030
ASCLEPIAS VERTICILLATA	WHORLED MILKWEED	0.030
ASTER AZUREUS	SKY BLUE ASTER	0.030
ASTER DUMOSUS	RICE BUTTON ASTER	0.015
ASTER ERICOIDES	HEATH ASTER	0.030
ASTER LAEVIS	SMOOTH BLUE ASTER	0.125
ASTER SERICEUS	SILKY ASTER	0.030
BAPTISIA LEUCANTHA	WHITE INDIGO	0.125
CASSIA FASCICULATA*	PARTRIDGE PEA	0.250
CEANOTHUS AMERICANUS	NEW JERSEY TEA	0.150
CELASTRUS SCANDENS	BITTERSWEET	0.030
COREOPSIS PALMATA	PRAIRIE COREOPSIS	0.015
COREOPSIS TRIPTERIS	TALL COREOPSIS	0.060
DESMODIUM ILLINOIENSIS	ILLINOIS TICKTREFOL	0.015
ECHINACEA PALLIDA	PALE CONEFLOWER	0.030
ERYNGIUM YUCCIFOLIUM	RATTLESNAKE MASTER	0.125
EUPHORBIA CORROLATA	FLOWERING SPURGE	0.060
HEUCHERA AMERICANA	AMERICAN ALUM ROOT	0.060
KUHNIA EUPATORIoidES		
CORYMBULOSA	FALSE BONESET	0.015
LESPEDEZA CAPITATA*	ROUNDHEAD BUSH CLOVER	0.125
LESPEDEZA VIRGINICA	SLENDER BUSH CLOVER	0.250
LIATRIS ASPERA	BLAZING STAR	0.030
PARTHENIUM INTEGRIFOLIUM	WILD QUININE	0.125
PENSTEMON DIGITALIS	FOXGLOVE BEARDTONGUE	0.125
PETALOSTEMUM CANDIDUM	WHITE PRAIRIE CLOVER	0.015
PETALOSTEMUM PUPUREUM	PURPLE PRAIRIE CLOVER	0.500
POTENTILLA ARGUTA	PRAIRIE CINQUEFOIL	0.030
ROSA CAROLINA	PASTURE ROSE	0.125
RUDBECKIA HIRTA	BLACK-EYED SUSAN	0.500
RUDBECKIA SUBTOMENTOSA	SWEET CONEFLOWER	0.060
SILPHIUM LACINIATUM	COMPASS PLANT	0.030
SILPHIUM TEREBINTHINACEUM	PRAIRIE DOCK	0.030

SOLIDAGO GRAMINIFOLIA	GRASS-LEAVED GOLDENROD	0.030
SOLIDAGO JUNCEA	EARLY GOLDENROD	0.060
SOLIDAGO NEMORALIS	OLD-FIELD GOLDENROD	0.125
SOLIDAGO RIGIDA	STIFF GOLDENROD	0.015
SOLIDAGO SPECIOSA	SHOWY GOLDENROD	0.015
TRADESCANTIA OHIENSIS	OHIO SPIDERWORT	0.125
VERBENA STRICTA	HOARY VERVAIN	0.125
VERNONIA FASCICULATA	COMMON IRONWEED	0.125
VERONICASTRUM VIRGINICUM	CULVER'S ROOT	0.030
ZIZIA AUREA	GOLDEN ALEXANDERS	0.125
	TOTAL WEIGHT OF SEEDS (LB PLS)	4.410

\* = inoculant required

Seeding, Class 5 (Modified) Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
AMORPHA CANESCENS	LEADPLANT	0.125
ASTER LAEVIS	SMOOTH BLUE ASTER	0.062
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.062
BAPTISIA LEUCANTHA*	WHITE WILD INDIGO	0.062
CASSIA FASCICULATA*	PARTRIDGE PEA	0.125
ECHINACEA PURPUREA	PURPLE CONEFLOWER	0.420
ERYNGIUM YUCCIFOLIUM	RATTLESNAKE MASTER	0.188
HELIOPSIS HELIANTHOIDES	OX-EYE SUNFLOWER	0.031
LESPEDEZA CAPITATA*	ROUNDHEAD BUSHCLOVER	0.125
LIATRIS ASPERA	BUTTON BLAZING STAR	0.125
LIATRIS PYCNOSTACHYA	PRAIRIE BLAZING STAR	0.188
MONARDA FISTULOSA	BERGAMOT	0.031
PARTHENIUM INTEGRIFOLIUM	WILD QUININE	0.063
PENSTEMON DIGITALIS	FOXGLOVE BEARDTONGUE	0.125
PETALOSTEMUM PURPUREUM	PURPLE PRAIRIE CLOVER	0.063
PHYSOSTEGIA VIRGINIANA	FASE DRAGONHEAD	0.063
POTENTILLA ARGUTA	PRAIRIE CINQUEFOIL	0.063
RATIBIDA PINNATA	YELLOW CONEFLOWER	0.125
ROSA BLANDA	EARLY WILD ROSE	0.125
RUDBECKIA HIRTA	BLACK-EYED SUSAN	0.250
RUDBECKIA SUBTOMENTOSA	SWEET CONEFLOWER	0.250
SILPHIUM INTEGRIFOLIUM	ROSIN WEED	0.188
SILPHIUM LACINIATUM	COMPASS PLANT	0.188
SILPHIUM TEREBINTHINACEUM	PRAIRIE DOCK	0.188
SOLIDAGO NEMORALIS	OLD-FIELD GOLDENROD	0.125
SOLIDAGO RIDDELLII	RIDDELL'S GOLDENROD	0.063
SOLIDAGO RIGIDA	STIFF GOLDENROD	0.063
SOLIDAGO SPECIOSA	SHOWY GOLDENROD	0.063
TRADESCANTIA OHIENSIS	SPIDERWORT	0.063
VERBENA STRICTA	HOARY VERVAIN	0.125
VERNONIA FASCICULATA	COMMON IRONWEED	0.188
VERONICASTRUM VIRGINICUM	CULVER'S ROOT	0.013
	TOTAL WEIGHT OF SEEDS (LB PLS)	3.938

\* = inoculant required

Seeding, Class 5 (Modified) Wet to Mesic Prairie

SCIENTIFIC NAME	COMMON NAME	LB PLS/ACRE
ASCLEPIAS INCARNATA	SWAMP MILKWEED	0.063
ASTER LAEVIS	SMOOTH BLUE ASTER	0.125
ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER	0.031
ASTER PREALTIUS	WILLOW ASTER	0.031
BAPTISIA LEUCANTHA	WILD WHITE INDIGO	0.250
CHELONE GLABRA	TURTLE HEAD	0.031
DESMODIUM CANADENSE	SHOWY TICK TREFOIL	0.150
EUPATORIUM MACULATUM	SPOTTED JOE PYE WEED	0.259
EUPATORIUM PERFOLIATUM	BONESET	0.115
HELENIUM AUTUMNALE	SNEEZEWEED	0.500
HYPERICUM PYRAMIDATUM	GREAT ST. JOHN'S WORT	0.063
IRIS VIRGINICA SHREVEI	BLUE FLAG	0.125
JUNCUS DUDLEYI	DUDLEY'S RUSH	0.031
JUNCUS TORREYI	TORREY RUSH	0.062
LIATRIS SPICATA	SPIKED GAYFEATHER	0.188
LIATRIS PYCNOSTACHYA	PRAIRIE GAYFEATHER	0.313
LOBELIA SIPHILITICA	GREAT BLUE LOBELIA	0.031
LYCOPUS AMERICANUS	WATER HOREHOUND	0.063
LYTHRUM ALATUM	WINGED LOOSESTRIFE	0.015
MIMULUS RINGENS	MONKEY FLOWER	0.031
MONARDA FISTULOSA	BERGAMOT	0.016
PENTHORUM SEDOIDES	DITCH STONECROP	0.001
PHYSOSTEGIA VIRGINIANA	FALSE DRAGONHEAD	0.063
PYCNANTHEMUM VIRGINIANUM	COMMON MOUNTAIN MINT	0.160
RUDBECKIA HIRTA	BLACK-EYED SUSAN	0.250
RUDBECKIA LACINIATA	WILD GOLDEN GLOW	0.063
SCIRPUS ATROVIRENS	DARK GREEN RUSH	0.500
SILPHIUM PERFOLIATUM	CUP PLANT	0.125
SOLIDAGO RIDDELLII	RIDDELL'S GOLDENROD	0.063
SOLIDAGO RIGIDA	STIFF GOLDENROD	0.125
VERBENA HASTATA	BLUE VERVAIN	0.046
VERNONIA FASCICULATA	COMMON IRONWEED	0.018
VERONICASTRUM VIRGINICUM	CULVER'S ROOT	0.062
ZIZIA AUREA	GOLDEN ALEXANDER	0.031
	TOTAL WEIGHT OF SEEDS (LB PLS)	4.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Method of Measurement: SEEDING, CLASS 5 (MODIFIED) will be measured for payment in acres of surface area of seeding mix type specified.

Basis of Payment: All seed mixes listed under this special provision shall be paid for at the Contract unit price per acre for SEEDING, CLASS 5 (MODIFIED) DRY TO MESIC PRAIRIE, SEEDING, CLASS 5 (MODIFIED) MESIC PRAIRIE, and SEEDING, CLASS 5 (MODIFIED) WET TO MESIC PRAIRIE which price shall be payment in full for seed bed preparation, seed, planting and furnishing all labor to complete the work as set forth above.

## **TREE TRANSPLANT**

Description: All work, materials and equipment will conform to Sections 253 and 1081 of the Standard Specifications except as modified herein. This work will consist of transplanting woody plants such as trees from beneath overhead utility wires. The Contractor is responsible for contacting the local utility companies to locate underground lines in the area before transplanting. The work shall also include all mulching, pruning, watering, weeding and all work as described in Section 253. Planting time for transplants will conform to Article 253.03. Bracing and wrapping is not required. Transplant trees will not require a period of establishment or warranty period.

Layout of Planting: The area to be planted will be finished to line and grade before planting operations are begun. The Contractor will furnish all marking flags for locating plants, and will mark the common names of plants. The Contractor will place the marking flags and the Resident Engineer will approve of the locations before transplanting.

Digging of Plants: Plants will not be dug from their original locations until the Contractor is ready to transplant them to their proposed locations. The maximum time lapse between digging and being transplanted will be 4 calendar days.

Never allow plant roots to become dry during the transplanting process. Water all woody plants two to three days before digging if the soil is dry. Prior to digging, low branches shall be tied up to prevent injury during the digging, transporting and planting operations. Mark one side of the trunk to be placed in the same orientation at which it grew in its original location. Spray any foliage with anti-transpirant prior to transplanting to reduce moisture loss.

A sharp spade will be used when digging plants to assure root wounds are cut clean. The size of the root ball will conform to Article 253.08. . Large trees shall have a trench dug deep enough to get below the major roots. The trench should be dug completely around the tree to be transplanted. This will provide the angle necessary for the spade to undercut roots directly under the soil ball. All roots around the plant shall be severed before any lifting takes place. Damaged roots should be clean-cut with a sharp blade. If the plant is removed from clay soils, any glazing of the soil ball shall be roughened before burlapping. The root ball shall be covered with burlap and kept moist with their solidity carefully preserved until planting.

Transplant holes will be backfilled to finished grade with existing soil from the new tree holes.

Temporary Storage: Plants that are not to be transplanted immediately will be protected. To prevent drying out or freezing, plants shall be placed in a compact group with a suitable mulch material placed around and between the root balls so they are completely covered. Plants shall be protected from direct sunlight, winds, and temperature extremes.

Planting Procedures: If the soil is clay and the sides of the hole become glazed during digging, the sides of the hole shall be roughened with a spade. Pre-water planting holes before planting in dry soils. Plants will be placed in a plumb position at the same depth that the tree was growing in its previous location. Damaged roots should be clean-cut with a sharp blade prior to planting. Circling or kinked roots shall be severed to

prevent future girdling of the plant. Orient the tree in the same direction, relative to the sun, as it was facing in the previous location. Immediately following planting, all transplanted trees will be fitted with a TREE WATERING SYSTEM and follow the watering schedule outlined under SUPPLEMENTAL WATERING.  
Method of Measurement: TREE TRANSPLANT will be measured for payment in place as individual plants. Only acceptable plants will be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per each for TREE TRANSPLANT.

## **CONTROL BURN**

Description: This work will include performing a control burn at areas identified on the plans following WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL for removal of existing weedy vegetation prior to permanent seeding and planting. The Contractor will be responsible for obtaining all required permits and authorizations prior to the commencement of burning.

Schedule: This work will be performed following herbicide operations, weather permitting, to control weeds and promote native species growth. This work must be completed at least 2 months before any seeding or planting in the given area.

General Requirements: The areas burned will consist of existing weedy vegetation and invasive species as designated on the Vegetative Control and Removal Plans. The Contractor shall abide by all local rules and regulations governing open burning including the Kane County Code. Restrictions include but are not limited to the following:

1. Burning is only permitted on sunny warm temperature days between 10:00 AM and 3:00 PM.
2. Burning is not permitted when the wind is in excess of 10 miles per hour.
3. Burning is not permitted when it is determined and announced by the Kane County Health Department that inversion conditions or an ozone alert exists.
4. Burning must be supervised until the fire is extinguished.
5. A fire extinguisher or water source shall be available at the burning site.

Permit: The Contractor will be responsible for obtaining a burn permit from the Illinois Environmental Protection Agency. The type of permit needed will be for Prairie and Ecological Management Burns. The contact information for the IEPA is found below:

State of Illinois  
Environmental Protection Agency  
Division of Air Pollution Control  
P.O. Box 19506  
Springfield, IL 62794-9506

The Contractor shall also be responsible for any and all notification requirements contained in permits and authorizations. The Contractor shall provide a copy of all permits to the Resident Engineer prior to commencement of control burning. Costs associated with required permits and authorizations shall be the responsibility of the Contractor and will be considered included in the cost for control burn.

Notification: The Contractor will coordinate with the local Fire Protection Districts 48 hours prior to the time a burn is scheduled. The contact information for the local Fire Protection Districts are found below:

St. Charles Countryside Fire Protection District  
Telephone: (630) 762-3900

South Elgin and Countryside Fire Protection District  
Telephone: (847) 741-2141

The Resident Engineer and all adjacent land owners will be notified 24 hours in advance of the controlled burn. The Contractor will be solely responsible for these activities.

Method of Measurement: CONTROL BURN will be measured for payment in acres of area burned.

Basis of Payment: This work will be paid for at the contract unit price per acre for CONTROL BURN.

## **MOWING CYCLES**

Description: This work shall consist of mowing areas of Seeding, Class 2A along the expressway to a height of 6 inches and as directed by the Resident Engineer.

Schedule: A mowing cycle will be completed once per month between June 1st and September 30th, or as directed by the Resident Engineer for the duration of the contract.

Equipment: The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban arterial route. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedings, etc.

Method: All mowing and trimming operations are to proceed in the direction of traffic flow. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation or is visible from the roadway shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Resident Engineer. Damage to the turf, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired and the Contractors expense.

Method of Measurement: MOWING CYCLES will be measured for payment as each at the completion of each mowing cycle. The approximate quantity of acres shall be entirely mowed during this cycle.

Basis of Payment: This work will be paid for at the contract unit price per each for MOWING CYCLES. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Resident Engineer.

## **MOWING**

Description: This work will consist of a one-time mowing of weeds to a height not more than 3 inches for the purpose of vegetation management and controlling noxious weeds before planting and seeding.

Equipment: The Contractor shall keep all mowing equipment sharp and properly equipped for operation along an urban arterial route. The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. Special equipment may be required on steep slopes, in narrow areas, and for trimming around posts, poles, fences, trees, shrubs, seedings, etc.

Method: All mowing and trimming operations are to proceed in the direction of traffic flow. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing or trimming may be required to obtain the height specified or to disperse mowed material.

Debris encountered during the mowing operations which hampers the operation or is visible from the roadway shall be removed and disposed of according to Article 202.03. All trimmings, windrowed material, and debris removal must be complete to the satisfaction of the Resident Engineer. Damage to the ground surface, such as ruts or wheel tracks more than 2 inches in depth, or other plantings or highway appurtenances caused by the mowing or trimming operation shall be repaired and the Contractor's expense.

Method of Measurement: MOWING will be measured for payment in acres of the surface area mowed and trimmed. Plan quantities are estimates only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed. Shrub beds or perennial beds within the mowed area that are less than 1000 square feet will not be subtracted from the area mowed.

Basis of Payment: This work will be paid for at the contract unit price per acre for MOWING. Any additional mowing or trimming required to obtain the height specified or to disperse mowed material will be considered as included in the cost of the initial mowing. Payment for mowing and trimming shall include the cost of all material, equipment, labor, removal, disposal, and incidentals required to complete the work as specified herein and to the satisfaction of the Resident Engineer.

## **PLANTER FENCE (SPECIAL 1)**

Description: This work will include the installation, maintenance, and removal of planter fence installed around wetland type perennial plants for waterfowl protection. All work, materials, and equipment shall be in accordance with Section 665 of the Standard Specifications except as modified herein.

Materials: Planter Fence shall be a minimum of 18 inches in height and consist of galvanized steel chicken wire fencing with a maximum opening size not to exceed 1". The corners of the planter fence shall consist of 1.5 inch square wooden stakes, 24 inches minimum height, to allow for 6-10 inches to be pounded into the soil. A 30 pound monofilament line shall be weaved to cover the top of the chicken wire fencing to allow no large animals to get inside fence. The wooden stakes should be placed approximately 8 feet apart, and the fence should be a maximum of 20 feet wide. See the Planter Fence Detail in the Plans.

General Requirements: Planter fence shall be installed around the areas of the Perennial Plants, Wetland Type prior to the installation of the plantings or as directed by the Resident Engineer. Planter fence will be maintained in an upright condition until instructed by the Resident Engineer to remove and dispose of the fence.

Method of Measurement: PLANTER FENCE (SPECIAL 1) will be measured for payment in square yards of areas of Wetland Type Planting.

Basis of Payment: This work will be paid for at the Contract unit price per square yard for PLANTER FENCE (SPECIAL 1).

### **PLANTER FENCE (SPECIAL 2)**

Description: This work will include the installation, maintenance, and removal of planter fence installed around wetland type perennial plants for waterfowl protection. Planter fence will be installed into bedrock. All work, materials, and equipment shall be in accordance with Section 665 of the Standard Specifications except as modified herein.

Materials: Planter Fence shall be a minimum of 18 inches in height. The corners of the planter fence shall consist of steel t-posts, 24 inches minimum height, to allow for 6-10 inches to be pounded into the soil. The steel t-posts should be placed approximately 8 feet apart, and the fence should be a maximum of 20 feet wide. A 30 pound monofilament line shall be weaved in a criss-crossing pattern from post to post to allow no large animals to get inside fence. See the Planter Fence Detail in the Plans.

General Requirements: Planter fence shall be installed in areas of bedrock around the areas of the Perennial Plants, Wetland Type prior to the installation of the plantings or as directed by the Resident Engineer. Planter fence will be maintained in an upright condition until instructed by the Resident Engineer to remove and dispose of the fence.

Method of Measurement: PLANTER FENCE (SPECIAL 2) will be measured for payment in square yards of areas of Wetland Type Planting.

Basis of Payment: This work will be paid for at the Contract unit price per square yards for PLANTER FENCE (SPECIAL 2).

### **NAME PLATES (SPECIAL)**

Description: This item of work shall include supplying and installing a decorative plaque on the ends of the east and west side of the pier of the IL. Rte. 31 Bridge over Stearns Road.

Materials: The decorative plaque shall have the following general requirements:

The plaque shall be a cast.

The plaque shall be made of bronze.

The plaque shall be provided with a double line border edge.

The plaque shall be provided with a "Leatherette" background texture.

The plaque shall be provided with a "Light Oxide Stain" background color.

The plaque size shall be 32 inches wide x 40 inches tall.

The plaque shall be provided with concealed "studs" for mounting to the concrete pier surface.

The thickness shall be as recommended by the manufacturer.

The epoxy shall be as recommended by the manufacturer.

Installation: The plaque shall be mounted flush using an epoxy on a prepared surface of the pier concrete surface. The location shall be as shown on the plans and as directed by the Resident Engineer.

Inscription: The plaque design shall be as detailed on the plans.

Proof and Samples: The Contractor will be required to provide to the Resident Engineer a scaled proof of the plaque. The Contractor shall also submit for review and approval test samples of the various elements of the plaque (i.e. background color and texture). The Kane County Division of Transportation reserves the right to select other style elements and colors.

Basis of Payment: This work as described above shall be paid for at the contract unit price per each for NAME PLATES, SPECIAL for which price include supplying and installing the plaque all necessary labor, material and equipment needed to install the work described herein and as specified on the plans.

## **FOLD DOWN BOLLARDS**

Description: This item of work shall include supplying and installing collapsible bollards, base plates and concrete foundations at the locations shown on the plans.

Materials: The collapsible bollards will be Low Profile Heavy Duty Hinged Bollard (LPHDHB) manufactured by TrafficGuard or approved equal. The general requirements of the collapsible bollards will be:

### *Bollards and Base Plate:*

The bollard post shall be 30" height with a vehicle clearance of 4".

The bollard post shall meet the requirements of ASTM A500

The bollards shall consists of 6" x 3" x 3/8" steel tube

The bollard base plate (12" x 12" base plate) shall meet the requirements of ASTM A36

The lock and hinge pins shall be 8-18 Stainless Steel - 3/4" x 8"

Bollards shall be free from surface blemishes and defects where exposed to view in the finished installation.

The bollard shall be able to lock in an upright position with stainless steel lock pin and padlock.

The Contractor shall provide padlocks and shall coordinate with the Resident Engineer on the type and size of padlock to be provided.

The bollard and base plate shall be supplied by the same manufacturer to provide consistent quality in appearance and performance.

### *Concrete Foundation:*

The concrete foundation shall be constructed in accordance with the applicable portions of Section 836 of the Standard Specifications and as detailed on the plans.

The concrete foundation shall be Class SI in accordance with Section 1020 of the Standard Specifications.

The reinforcement bars shall be in accordance with Section 1006.10(a) of the Standard Specifications. Epoxy coating is not required.

Anchor bolts shall be in accordance with Section 1006.09 of the Standard Specifications.

Fabrication: After fabrication all units shall be prepared by removing scale and slag by sand blasting process.

Finishes: All surfaces shall be primed with rust and corrosion resistant, zinc rich primer with 5,000 hour salt spray performance. All surfaces shall have a finish coat consisting of TGIC Polyester outdoor finish RAL1028 Yellow.

Submittals: Contractor shall submit shop drawings or catalog cuts to the Resident Engineer for review.

Installation: The Contractor shall follow and comply with the manufacture's specifications and installations as required.

Basis of Payment: This work as described above shall be paid for at the contract unit price per each for FOLD DOWN BOLLARDS for which price include supplying and installing the bollards, bollard base plate, all hardware, reinforcement, anchor bolts, concrete base, padlock and all necessary labor, material and equipment needed to install the work described herein and as specified on the plans.

## **PARK BENCHES**

Description: This work shall consist of furnishing and installing park benches as shown on the plans or directed by the Resident Engineer.

Materials: Materials shall conform to the following requirements of Model # RB6NB-P manufactured by Belson Outdoors or approved equal.

The park bench shall meet the following general requirements:

The park bench shall be a commercial outdoor recycled plastic park bench with powder-coated metal frame.

The bench shall be backless.

The bench shall be minimum 6 feet in length.

The bench shall be surface mounted.

The bench shall be the color weathered wood.

The metal frame shall be powder-coated Triglycidyl isocyanurate (TGIC) powder, color Black.

Submittals: Contractor shall submit shop drawings or catalog cuts the Resident Engineer for review.

Samples for Verification: For the following park benches, showing the color of the powder coat finish. Prepare 2 inch by 3.5-inch (50.8 mm by 87.5mm) powder coat samples (or larger) from the same material to be used to finish the product.

Construction Requirements: The park benches shall be stored in original undamaged packages and containers until ready for installation. The park benches shall be handled with sufficient care to prevent any scratches or damage to the finish.

The Contractor shall handle and install park benches in accordance with manufacturer's recommendations and installation instructions. The park benches shall be set at finished grade, level and true to line, in correct relationship to adjacent materials.

Basis of Payment: The work shall be paid for at the contract unit price each for PARK BENCHES which price shall be payment in full for all material, labor and any other items required to complete the work.

### **FORM LINER COLORATION (SPECIAL)**

Description: This work will consist of furnishing and applying penetrating stain to the existing stained form liner concrete surfaces of the portions of the abutments, wing walls, outside face of the parapet, and pier of the IL Rte. 31 Bridge over Stearns Road. In addition, the exterior and bottom surface of the fascia beams along with the underside of the concrete deck overhangs shall be stained mechanically and as detailed in the plan set or as directed by the Resident Engineer. Four different stain colors will be required; a separate color shall be applied to all grout lines within the form lined surfaces, and the other colors shall be applied in all other areas.

Coloration: All patterning of simulated stone masonry shall appear natural and non-repeating. Seam lines and or match lines caused from two or more molds coming together shall not be apparent when viewing final wall. Final coloration of cast stone concrete surface shall accurately simulate the appearance of real stone including the multiple colors, shades, flecking, and veining that is apparent in real stone. It shall also demonstrate the colors that may be apparent from aging, such as staining from oxidation or rusting. Joints shall be colored to simulate real mortar.

Concrete surface shall be cleaned prior to applying color stain materials to assure that surface is free of latency, dirt, dust, grease, efflorescence, paint, or other foreign material, following manufacturer's instructions for surface preparation. Do not sandblast. Preferred method to *remove* latency is pressure washing with water, minimum 3,000 psi (a rate of three to four gallons per minute), using a fan nozzle perpendicular to and at a distance of one or two feet from surface. Completed surface shall be free of blemishes, discoloration, surface voids, and unnatural form marks.

Color stain shall create a surface finish that is breathable (allowing water *vapor* transmission), and that resists deterioration from water, acid, alkali, fungi, sunlight, and weathering. Stain mix shall be a waterborne, low V.O.C. material, less than 180 grams / liter. All simulated stone surfaces that are to be stained shall be at least 30 days old. Apply color stain when ambient temperature is between 50 and 100 degrees F. Consult manufacturer and Resident Engineer if conditions differ from this requirement.

The following products or approved equal may be used to stain the concrete surface:  
Sherwin-Williams H&C Concrete Stain Water-based

Use the following colors from Sherwin-Williams for areas of concrete to be stained:

Base color – Sandstone (HC157)  
Highlights – Bombay (HC133)  
Shadows – Autumn Brown (HC101)  
Grout Lines - Muddy Gray (HC172)

Verification Sample Panel: Test samples of the stain on concrete shall be submitted for acceptance to the owner and the Resident Engineer before any staining is to start on the structure. Submit a 2' x 2' sample of the simulated stone masonry finish which demonstrates the finishes, colors, and textures specified. Panel to

be tested is stored at the Kane County Division of Transportation Seavey Road Facility. Contractor will coordinate access to the panel with the Resident Engineer. Remove any sample rejected by the Resident Engineer from the project and submit a new sample at no additional expense to the County.

Quality Assurance: Manufacturer of simulated stone masonry custom coloring system shall have a minimum of five years of experience making stone masonry color stains to create formed concrete surfaces to match natural stone shapes, surface textures, and colors.

Contractor shall schedule a pre-installation meeting with manufacturer representative to assure understanding of simulated stone masonry, molds use, color application, requirements for construction mockup, and to coordinate the work.

Formed concrete construction shall require five years experience pouring vertically formed architectural concrete. Manufacturer or manufacturer's authorized representative shall perform the color stain system application.

Method of Measurement: FORM LINER COLORATION (SPECIAL) will be measured for payment in place per square foot. Measurement will include all costs associated with providing the aesthetic treatment including furnishing, installing, stripping and reusing the form liner as well as all costs for furnishing and applying the color stain system.

Basis of Payment: The work will be paid for at the contract unit price per square foot for FORM LINER COLORATION (SPECIAL).

## **GRAFFITI REMOVAL**

Description: This work shall consist of removing graffiti from the surfaces of portions of the abutments, wing walls, and pier for the Illinois Route 31 Bridge over New Stearns Road, or other locations as directed by the Resident Engineer, by the methods described in this specification.

Materials: All materials and equipment shall be subject to the Resident Engineer's approval before any work can begin.

Abrasive material for blast cleaning shall meet the requirements of IEPA.

Paint: All paint used shall meet the following requirements:

The paint shall be a quality primer formulated specifically for the purpose of covering graffiti. It shall be compatible with the surface it is used on as per the manufacturer's data sheet, and must adhere well to the substrate and resist fading and chalking. Primer shall be compatible with the staining specification "FORM LINER COLORATION (SPECIAL)." Compatibility shall be verified by the paint manufacturer's product data sheet or by written documentation from the paint manufacturer.

Power Wash: Soluble, abrasive blast media shall be a large crystal sodium bicarbonate or a magnesium sulfate based media. Solubility of the media in water shall meet the requirements of IEPA.

The equipment with the media shall be a soluble media injector type power washer. The Contractor shall submit catalog cuts or other documentation for all equipment proposed for use in this work. The Resident Engineer may require demonstration of the equipment's capabilities. No work shall begin until the equipment have been demonstrated to, and accepted by the Resident Engineer.

Solvent Wash: The cleaning compound shall be a blend of an organic solvent of emulsifiers and surfactants. It shall be a bio-degradable water-based mixture developed from non-toxic and non-corrosive substances. This may be a soybean solution or other, satisfactory to the Resident Engineer. Mineral spirits are also acceptable for this usage.

The cleaner shall lift graffiti from the substrate surface, and emulsify and dissolve the paint constituents; pigments; oils; binders and fillers. Acceptance of the cleaning compound will be based on the manufacturer's certification that the material conforms to the requirements of this specification. No work shall begin until these materials have been delivered to, and accepted by the Resident Engineer.

Construction Details: All work must conform to the OSHA standards.

Unless otherwise directed by the Resident Engineer, the following methods shall be used to remove graffiti from various surfaces. If one of these prescribed methods is used, and the graffiti still remains visible, the Contractor shall use an alternate method approved by the Resident Engineer. Painting over graffiti is the preferred option on previously painted surfaces, and where solvents were unsuccessful at removing graffiti.

Unless otherwise noted or directed by the Resident Engineer, graffiti shall be removed within five (5) working days of written notification. If a lift device will be necessary, the removal date will be extended to ten (10) working days.

<b>Graffiti Surface</b>	<b>Suggested Graffiti Removal Method</b>
Steel (smooth, non-porous) Wood (painted or unpainted)	Solvent wash with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY solv; Mineral Spirits or Painting Over Graffiti or Power Washing
Brick, Stone, Concrete, Paving Solvent blocks (porous, unpainted)	Wash with Taginator, or Power Washing, or Painting Over Graffiti or Abrasive Blasting
Painted Masonry	Painting Over Graffiti or Power Wash
Sign Panel Faces & Aluminum (unpainted mill finish or anodized finish)	Solvent Washing with Enviro-Solutions Paint Stripper & Graffiti Remover; SOY Solv; EZ Solv or Mineral Spirits.

Painting Over Graffiti: The Contractor shall primer paint over all graffiti on the concrete surfaces within project limits and take appropriate precautions to prevent paint from falling onto traffic.

The substrate surfaces shall be thoroughly cleaned before painting. All dust, dirt, oil, grease, and other substances which might prevent the adhesion of the paint to the substrate shall be removed. No sandblasting will be allowed. Paint shall be applied as soon as practicable after cleaning is completed. If in the opinion of the Resident Engineer, the substrate surface has become soiled, or otherwise contaminated, prior to the application of the paint, the surface shall be re-cleaned at no additional cost to the State. The paint shall be applied evenly in a neat and workmanlike manner by a roller or other suitable method, as approved by the Resident Engineer. The rolling shall be done at such a pace that no spinning of the roller or throwing off of paint occurs when the roller is lifted from the surface. The paint shall be feathered out by using light pressure at the end of the stroke to promote uniformity. The first time a surface is painted, it shall

be painted from column to column, post to post, and from top to bottom for panels and from joint to joint or score mark to score mark for other concrete surfaces. After the first time, which includes previous painting for graffiti removal, the substrate surface shall be painted in small rectangular patterns in order to minimize the area painted and ensure that the graffiti will no longer be "readable" when the painting is complete. If the paint to be applied requires more stringent or additional surface preparation than stated in this specification, the Contractor shall prepare the surface in accordance with the paint manufacturer's recommendations.

The graffiti must be completely hidden before the painted area will be measured for payment. The Contractor will be required to repaint areas if the graffiti remains visible after painting at no additional cost to the State. New graffiti at the same location will be measured for payment when the painting meets the requirements of this specification. The Resident Engineer may require sand be added to the paint to provide a texture to the final surface.

Power Washing Graffiti Surfaces: All graffitied surfaces shall be cleaned with a soluble, abrasive blasting media applied with a soluble media injector or a compressed air delivery system, whichever is satisfactory to the Resident Engineer. No particulate matter of any nature shall be permitted to remain on the cleaned surface. After cleaning, the surface shall be rinsed with tap water applied with a power washer. All visible media shall be removed from the surface.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti or paint is still visible. If the second cleaning process fails to remove the graffiti or paint to the Resident Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approved by the Resident Engineer. Cleaned surfaces shall bear no evidence of graffiti paint layers.

Solvent Washing Graffiti Surfaces: Pre-Cleaning Materials: A wet, non-abrasive cleanser is recommended. This cleanser shall not contain strong solvents or alcohols.

Pre-Cleaning Procedure: Cleanse the surface of loose dirt particles with clean water. Use a soft sponge or brush to wash the graffitied surface with detergent and water. Avoid scrubbing the surface unnecessarily. After the cleaner has been utilized, apply a steady stream of water on the cleaned surface to wash the dirt particles away. Allow to dry.

Cleaning Procedure: The Contractor shall supply the instructions of the cleaning procedure, to the Resident Engineer, at least two weeks prior to starting this work. Graffiti Removal material shall be applied to surfaces as per the manufacturer's instructions. Graffiti Removal material shall not be applied to silk screen processed areas.

After the solvent is applied, the surfaces shall then be wiped with a non-abrasive material. The wiped surfaces shall then be rinsed with a water wash. The cleanliness of the surfaces is subject to the approval by the Resident Engineer.

After rinsing, the Contractor shall repeat the cleaning process in areas where graffiti is still visible. If the second cleaning process fails to remove the graffiti to the Resident Engineer's satisfaction, the equipment and methods used by the Contractor will again be subject to review and approval by the Resident Engineer.

Cleaned surfaces shall bear no evidence of graffiti. The cleaning of the graffiti image shall be feathered out by using light pressure at the end of the stroke to promote uniformity on the surrounding surface.

Abrasive Blasting off Graffiti: Due to the potential of abrasive blasting to damage the substrate, this method of graffiti removal may only be performed as a last resort, at the direction of the Resident Engineer, after all other methods to remove graffiti have failed.

Graffiti should be removed using vacuum-shrouded blasting or power-tool equipment that has the appropriate attachments for the surface being cleaned to ensure that no dust or abrasive escapes during operation. This equipment should be capable of cleaning all the graffiti off the surface at a rate acceptable to the Resident Engineer while producing no detectable dust. The equipment should operate in a manner such that all dust or abrasive/dust mix generated is simultaneously drawn away from the contact surface into attached vacuum hoses leading to a vacuum that utilizes HEPA filters. The vacuum and its hoses should be sufficiently rated for the volume of debris and/or abrasive/debris generated. The equipment, its method of use, and efficiency shall be demonstrated to the Resident Engineer prior to the start of work. Power tool cleaning should remove the graffiti without causing undue damage to the surface being cleaned.

Graffiti Removal from Overhead Structures: If the use of a mechanical aerial lift is required to safely access the graffitied surface, the Contractor shall obtain the necessary equipment and use it in conjunction with the other graffiti removal items.

Method of Measurement: This work will be measured in square yards of surface area that graffiti is either removed from, or painted over, in accordance with this specification. There will be no payment for removing graffiti that is not done within the time limitations stated in this specification.

Basis of Payment: This work will be paid for at the contract unit price per square yard for GRAFFITI REMOVAL.

### **LIGHTING UNIT COMPLETE, SPECIAL**

Description: This item shall consist of furnishing and installing a proposed lighted bollard complete with concrete foundation at the location shown on the drawings.

The bollard shall have a 70 watt metal halide light source with cutoff optics. The bollard shall be cast aluminum and be 8" diameter by 42" high. The bollard shall be manufactured as shown on the drawings or approved equal.

The bollard shall be fastened to the top of the concrete foundation and installed level and plumb.

The concrete foundation shall be 12" diameter by 42" deep below grade with top elevated as shown on the drawings.

All work shall be in accordance with Section 810, 817, 836, 1020 and 1070 in the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price each for LIGHTING UNIT COMPLETE, SPECIAL which price shall be payment in full for transporting, furnishing and erection of the bollard, including all material and work required to excavate for foundation, install concrete foundation and backfill.

## **FLOOD LIGHTING UNIT**

Description: This item shall consist of furnishing and installing a proposed flood light complete with concrete foundation at the location shown on the drawings.

The flood light shall have a 70 watt metal halide light source with tight spot type optics to minimize stray light. The flood light shall be cast aluminum and shall be manufactured as shown on the drawings, or approved equal.

The bollard shall be mounted to a small junction box to house wiring splices. The junction box shall be fastened to the top of the concrete foundation and orientated to prevent water intrusion. The contractor shall coordinate aiming of the flood light with the engineer.

The concrete foundation shall be 12" diameter by 42" deep below grade with top elevated as shown on the drawings.

All work shall be in accordance with Section 810, 817, 836, 1020 and 1070 in the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract unit price each for FLOOD LIGHTING UNIT which price shall be payment in full for transporting, furnishing and erection of the bollard, including all material and work required to excavate for foundation, install concrete foundation and backfill.

## **MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE**

This work shall consist of maintaining the existing lighting units within the limits of the construction project. The energy charges for the operation of the street lighting will be paid for by the local agency.

At least one week prior to the beginning of construction of the work, the contractor shall conduct an inspection of the existing lighting units and controller with a representative of the agency responsible for maintenance. The inspection shall reveal defective lighting items such as cable, mast arms, luminaries, poles, and all other appurtenances that combine for a complete operating unit. The Contractor shall not be responsible for these items. In case the contractor fails to contact the maintaining agency for this inspection, the Contractor shall be held responsible for all items remaining defective at the completion of the contract.

The Contractor shall become responsible for the maintenance of the existing lighting units and controller on a date mutually agreed upon between the Contractor and the maintaining agency representative but no later than the beginning of any construction within the limits of this project. If any mobilization or any type of work begins on this project, the Contractor shall assume complete maintenance at that point and assume all deficiencies at their own expense. This maintenance shall remain in effect until written notice of final acceptance of the proposed lighting is issued by the Resident Engineer.

Maintenance procedures shall conform to the following requirements:

- A) Patrol and inspect all lighting units at least once every two weeks for proper alignments of luminaries, lamp outages, and general operation of lighting units.

- B) Provide immediate corrective action to replace burned out lamps or damaged sockets with new approved lamps or sockets. At the time of replacement, the reflector and lens shall be cleaned.
- C) Respond to emergency calls within two hours after notification and provide immediate corrective action. The Contractor shall maintain a stock of sufficient amounts of material and equipment to provide temporary and permanent repairs. Any damage to the lighting unit from any cause shall be repaired and or replaced by the Contractor at his/her own expense. The contractor may institute action to recover damages from a responsible third party.
- D) The Contractor shall provide the Resident Engineer the names and telephone numbers of two persons who will be available 24 hours a day, 7 days a week to perform any necessary work on the lighting units.

If at any time, the Contractor fails to perform any work deemed necessary by the Resident Engineer to keep the lighting units in proper operating condition, or if the Resident Engineer finds it impossible to contact the designated persons to perform any work, the Resident Engineer reserves the right to have other electrical contractors perform the needed work. The cost of such work shall be deducted from the amount due the Contractor.

This work shall be paid for at the contract lump sum price for MAINTENANCE OF EXISTING LIGHTING SYSTEM COMPLETE, which price will be payment in full for all materials, equipment and labor needed to perform the work described herein.

#### **ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM**

This item shall consist of electrically connecting a new lighting circuit to an existing lighting controller, as shown on the drawings. The contractor shall route the proposed wiring through the existing raceway in the controller base and electrically connect all circuit wiring to the existing spare branch circuit breaker and terminating the equipment ground wire at the existing ground bus. This work shall include all materials, labor, and equipment necessary to route new conduit and wiring into the controller base and make all required electrical connections. See drawings for more information.

All circuits and wiring shall be labeled with circuit identification markers. Existing raceway(s) shall be used to route proposed conduit into the existing controller. Maintenance of the existing lighting system shall be paid for separately.

All work shall be in accordance with Section 810, 817, 825, 1066 and 1068 in the Standard Specifications.

This work shall be paid for at the contract unit price each for ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM which price shall be payment in full for the work described herein.

**STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987

Revised: July 1, 1994

Major utilities were adjusted as part of the previous Stearns Road Corridor Stage 2, 3, 4, and 5 contracts and no utilities adjustments are anticipated under this Landscaping Restoration project. Because a J.U.L.I.E. Locate will be required due to proposed tree planting, utility contact information has been accumulated from the various contracts and included below for informational purposes. The contractor will be required to contact J.U.L.I.E. prior to any digging.

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

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocation or Adjustments</u>
ComEd Joe Stacho 630-424-5704	Electric	Varies	Not Required
Nicor Stan Janusz 630-514-1321 Pat Norton Project Locator 708-243-5138	Gas	Varies	Not Required
Comcast Tony Delveaux 630-351-5052	Cable TV	Varies	Not Required
AT&T Mike Carney 815-727-8281	Telephone	Varies	Not Required
Village of South Elgin	Storm Sewers	Varies	Not Required
Fox River Water Reclamation District	San. Sewer	Varies	Not Required

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

The Contractor shall notify J.U.L.I.E. at 800-892-1234 for utility locations at least seventy-two (72) hours prior to the construction start.

**TRAFFIC CONTROL PLAN**

Effective: August 15, 2005

Revised: January 1, 2007

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

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

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

Recurring Special Provision, the Special Provisions contained herein, and the following highway standards relating to traffic control:

Standards:

701006	701011	701101	701201	701301
701421	701901			

Plan Details:

Traffic Control Device Details (Traffic Control Standards)

Special Provisions:

- Traffic Control and Protection, Standard 701201
- Traffic Control and Protection, Standard 701421
- Changeable message Sign, Special
- Traffic Control Surveillance
- Work Zone Traffic Control and Protection (Supplemental Specifications)
- Work Zone Traffic Control Devices (Supplemental Specifications)
- Flaggers at Side Roads and Entrances (BDE 80228)
- Post Mounting of Signs (BDE 80268)
- Traffic Control Surveillance (BDE 80269)

**WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL**

Effective: February 7, 2007

Description: This work shall consist of the application of a non-selective and non-residual herbicide (Roundup or equal) to kill all existing vegetation at designated areas along highway roadsides.

Materials: The non-selective and non-residual herbicide (Roundup or approved equal) shall have the following formulation:

A. Active Ingredient	
*Glyphosate, N- (phosphonomethyl) glycine, in the form of its isopropylamine salt	41.00%
B. Inert Ingredients (including surfactant)	<u>59.00%</u>
	TOTAL 100.00%

\*Contains 480 grams per liter or 4 pounds per U.S. gallon of the active ingredient Glyphosate, in the form of its isopropylamine salt. Equivalent to 356 grams per liter or 3 pounds per U.S. gallon of the acid, glyphosate.

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by volume of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the Roundup or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Roundup or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacture. Required additives will not be paid for separately.

**All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.**

Schedule: Spraying will not be allowed when temperatures exceed 90° F or under 60° F, when wind velocities exceed fifteen (15) miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

Application Rate: The Roundup or equal non-selective and non-residual herbicide shall be applied at the rate of one (1) gallon per acre.

One (1) gallon of Roundup or equal formulation shall be diluted with a minimum of fifty-five (55) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement: Weed Control, Non-selective and Non-residual will be measured for payment in gallons of undiluted Roundup or equal applied as specified. The gallons for payment will be determined based on the gallons specified on the label attached to the original container supplied by the manufacturer.

Basis of Payment: Weed Control, Non-Selective and Non-residual will be paid for at the contract unit price per gallon for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract unit price for Weed Control, Non-selective and Non-residual and no additional compensation will be allowed.

**WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND)**

Description: This work shall consist of the application of herbicide (Habitat or equal) along highway roadsides for weed control in wet areas. Applications may only be made for the control of undesirable vegetation in and around standing and flowing water. Equal formulation must be approved to use in or near water.

Materials: The herbicide (Habitat or equal) shall have the following formulation:

Active Ingredient:

Isopropylamine salt of Imazapyr  
(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-  
Pyridinecarboxylic acid)\* 28.7%

Inert Ingredients: 71.3%  
Total 100.0%

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the Plateau or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Plateau or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

**All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.**

Application Rate: The Habitat or equal herbicide shall be applied at the rate of 6 pints per acre.

Habitat or equal formulation shall be diluted with a minimum of one-hundred (100) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement: WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND) will be measured for payment in gallons of undiluted Habitat or equal applied as specified. The gallons for payment will be determined based on the gallons specified on the label attached to the original container supplied by the manufacturer.

Basis of Payment: This work will be paid for at the contract unit price per gallon for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND). Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL (WETLAND), and no additional compensation will be allowed.

**WEED CONTROL, TEASEL**

Description: This work shall consist of the application of a broadleaf herbicide (Transline or equivalent) along highway roadsides for control of teasel and thistle. Locations for herbicide will be as directed by the Resident Engineer.

Materials: The broadleaf herbicide (Transline or equal) shall have the following formulation:

Active Ingredient:

Clopyralid: 3, 6-dichloro-2-pyridinecarboxylic acid, monoethanolamine salt	40.9%
Inert Ingredients:	<u>59.1%</u>
	Total - 100%

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the Transline or equal, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of Transline or equal requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additives will not be paid for separately.

**All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.**

Schedule: Spraying will not be allowed when the temperatures exceed 90° F or under 45° F, when wind velocities exceed 15 miles per hour, when foliage is wet or rain is eminent, when visibility is poor or during legal holiday periods.

Application Rate: The Transline or equal broadleaf herbicide shall be applied at the rate of one (1) ounce per acre.

One (1) gallon of Transline or equal formulation shall be diluted with a minimum of forty (40) gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Method of Measurement: WEED CONTROL, TEASEL will be measured for payment in gallons of undiluted Transline or equal applied as specified. The gallons for payment will be determined based on the gallons specified on the label attached to the original container supplied by the manufacturer.

Basis of Payment: WEED CONTROL, TEASEL will be paid for at the contract unit price per gallon for WEED CONTROL, TEASEL. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for WEED CONTROL, TEASEL, and no additional compensation will be allowed.



Route F.A.P. 361
Section 09-00214-02-LS
County Kane & DuPage

Marked Rte. Stearns Road
Project No. HPP-1527 (029)
Contract No. 63542

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.

Carl Schoedel, P.E.

Print Name

County Engineer

Title

Kane County Division of Transportation

Agency

Handwritten signature and date 12-10-10

Signature

Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

Part of Section 1, 2, 3, and 4 in Township 40N, Range 8E, of the Third Principal Meridian, Kane County, Illinois and part of Section 6 in Township 40N, Range 9E, of the Third Principal Meridian, DuPage County, Illinois. The Stearns Road bridge over the Fox River is located at -88:293543 longitude and 41.977791 latitude.

B. Provide a description of the construction activity which is the subject of this plan:

The work consists of permanent landscaping for the newly constructed Stearns Road Corridor. Landscaping work will include preparation of seed beds, permanent seeding, mulching, erosion control blankets, trees, shrubbery, control burns, mowing and all incidental and collateral work necessary to complete the project as shown on plans and as described in the specifications.

Erosion control measures include silt fence, temporary ditch checks, erosion control blanket, and permanent seeding.

C. Provide the estimated duration of this project:

1 year

D. The total area of the construction site is estimated to be 84.61 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 84.61 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

58

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

Soils along the corridor consist of clay fill and silt loam topsoil; therefore, the topsoil has the potential to erode.

G. Identify any hydric soils onsite, and provide an estimate of the number of acres that will likely be disturbed:

No hydric soils on-site.

H. Provide a description of potentially erosive areas associated with this project:

Slopes 4:1 or steeper will be stabilized with erosion control blanket.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

The soil will be disturbed for the entire length of the project. Soil disturbing activities include minor grading, weed control, and seeding. Slopes 4:1 or steeper will be stabilized with erosion control blanket, and slopes less than 4:1 will be stabilized with straw mulch following seeding operations.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural 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 surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Village of South Elgin

L. The following is a list of receiving water(s) and the ultimate receiving water(s), and aerial extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

Brewster Creek and Sugar Ridge Drainage Ditch are receiving waters within the project limits. There are no wetlands within the areas of disturbance for this project. The ultimate receiving waters is the Fox River.

M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed Receiving Waters
- Receiving Waters with Total Maximum Daily Load (TMDL)
- Applicable Federal, Tribal, State or Local Programs
- Other

1. 303(d) Listed Receiving Waters (fill out this section if checked above):

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

b. A description of how Erosion and Sediment Control Practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a 25-year, 24-hour rainfall event, if the receiving water is listed as impaired for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation):

c. If pollutants other than sediment are identified as causing the impairment, provide a description of how Pollution Prevention BMPs will be incorporated into the site design to prevent their discharge.

d. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

e. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

b. Provide a description of the Erosion and Sediment Control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

O. The following pollutants of concern will be associated with this construction project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Soil Sediment            | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input type="checkbox"/> Concrete                            | <input type="checkbox"/> Antifreeze / Coolants   |
| <input type="checkbox"/> Concrete Truck Waste                | <input type="checkbox"/> Waste water from cleaning construction equipment                          |
| <input type="checkbox"/> Concrete Curing Compounds           | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Solid Waste Debris                  | <input type="checkbox"/> Other (specify)   |
| <input type="checkbox"/> Paints                              | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Solvents                 | <input type="checkbox"/> Other (specify)   |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify)   |

## II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

### A. Erosion and Sediment Controls

- Stabilized 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 but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), 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 7 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 14 or more calendar days.

Where the initiation of stabilization measures by the 7<sup>th</sup> day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input checked="" type="checkbox"/> Vegetated Buffer Strips           | <input checked="" type="checkbox"/> Sodding                            |
| <input checked="" type="checkbox"/> Protection of Trees               | <input checked="" type="checkbox"/> Geotextiles                        |
| <input type="checkbox"/> Temporary Erosion Control Seeding            | <input type="checkbox"/> Other (specify)                               |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7)            | <input type="checkbox"/> Other (specify)                               |
| <input type="checkbox"/> Temporary Mulching                           | <input type="checkbox"/> Other (specify)                               |
| <input checked="" type="checkbox"/> Permanent Seeding                 | <input type="checkbox"/> Other (specify)                               |

Describe how the Stabilization Practices listed above will be utilized during construction:

Temporary measures in accordance with applicable Department standards will be used to control erosion and sedimentation during construction.

Describe how the Stabilization Practices listed above will be utilized after construction activities have been completed:

Permanent stabilization will occur over the entire project area with permanent seeding and sodding. Erosion control blanket and straw mulch will cover all permanent seeding areas immediately following seeding.

2. **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 but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, 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.

The following Structural Practices will be used for this project:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier    | <input checked="" type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check        | <input checked="" type="checkbox"/> Riprap                 |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions                           |
| <input type="checkbox"/> Sediment Trap                           | <input type="checkbox"/> Slope Mattress                    |
| <input type="checkbox"/> Temporary Pipe Slope Drain              | <input type="checkbox"/> Retaining Walls                   |
| <input type="checkbox"/> Temporary Sediment Basin                | <input type="checkbox"/> Slope Walls                       |
| <input type="checkbox"/> Temporary Stream Crossing               | <input type="checkbox"/> Concrete Revetment Mats           |
| <input type="checkbox"/> Stabilized Construction Exits           | <input type="checkbox"/> Level Spreaders                   |
| <input type="checkbox"/> Turf Reinforcement Mats                 | <input type="checkbox"/> Other (specify)                   |
| <input checked="" type="checkbox"/> Permanent Check Dams         | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Permanent Sediment Basin                | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Aggregate Ditch                         | <input type="checkbox"/> Other (specify)                   |
| <input type="checkbox"/> Paved Ditch                             | <input type="checkbox"/> Other (specify)                   |

Describe how the Structural Practices listed above will be utilized during construction:

Sediment control fence will be constructed along the perimeter of the project to prevent sediment from leaving the construction site.

Describe how the Structural Practices listed above will be utilized after construction activities have been completed:

Permanent ditch checks will remain in place after construction, and will prevent erosion until vegetation is established. Rock outlet protection will remain in place at all flared end sections to prevent erosion during storm events.

3. **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.

- a. Such practices may include but are not limited to: 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 Chapter 41 (Construction Site Storm Water Pollution Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

- b. 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:**

Slopes will be regraded in preparation for seeding, and erosion control blanket will be installed following seeding to prevent erosion. Storm pipe inlet protection and silt fence will be maintained throughout the project to prevent erosion from leaving the site.

4. **Approved State or Local Laws:** 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. 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, site permits, 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:

Erosion control plans will be reviewed by the Kane-DuPage Soil and Water Conservation District, and the project will be completed in accordance with KDSWCD requirements throughout construction.

5. **Contractor Required Submittals**

- a. Contractor is to provide a Construction Schedule containing an adequate level of detail to show major activities with implementation of Pollution Prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization timeframe
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operations
- Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

- b. Contractor is to provide a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal – Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)

- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.

### III. Maintenance:

The Resident Engineer will provide maintenance guides to the contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan.

### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using the Department's Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). 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 inch or greater or equivalent snowfall.

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 shall notify the appropriate IEPA Field Operations Section office by email at: [epa.swnoncomp@illinois.gov](mailto:epa.swnoncomp@illinois.gov), telephone or fax within 24 hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Noncompliance" (ION) report for the identified violation within 5 days of the incident. The Resident Engineer 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 Incidence of Non-Compliance 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

### V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed on to the contractor.



The Resident Engineer is to make copies of this form and every contractor and sub-contractor will be required to complete their own separate form.

Route	<u>F.A.P. 361</u>	Marked Rte.	<u>Stearns Road</u>
Section	<u>09-00214-02-LS</u>	Project No.	<u>HPP-1527 (029)</u>
County	<u>Kane &amp; DuPage</u>	Contract No.	<u>63542</u>

This certification statement is part of the Storm Water Pollution Prevention Plan for the project described above, in accordance with General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

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.

In addition, I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP

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# Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

## Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

*This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.*

For Office Use Only

### OWNER INFORMATION

Permit No. ILR10 \_\_\_\_\_

Company/Owner Name: Kane County Division of Transportation

Mailing Address: 41W011 Burlington Road

Phone: 630-584-1170

City: St. Charles State: IL Zip: 60175

Fax: 630-584-5265

Contact Person: Dave Boesch, Chief Of Construction

E-mail: boeschdavid@co.kane.il.us

Owner Type (select one) County

### CONTRACTOR INFORMATION

MS4 Community:  Yes  No

Contractor Name: TBA

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

### CONSTRUCTION SITE INFORMATION

Select One:  New  Change of information for: ILR10 \_\_\_\_\_

Project Name: Landscaping Construction Stearns Road

County: Kane

Street Address: Stearns Road

City: South Elgin

IL Zip: 60177

Latitude: 41 58 40  
(Deg) (Min) (Sec)

Longitude: 88 17 37  
(Deg) (Min) (Sec)

1-6 40N 8E, 9E  
Section Township Range

Approximate Construction Start Date: Apr 1, 2011

Approximate Construction End Date: Jul 2, 2012

Total size of construction site in acres: 94.5

If less than 1 acre, is the site part of a larger common plan of development?

Yes  No

Fee Schedule for Construction Sites:  
Less than 5 acres - \$250  
5 or more acres - \$750

### STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?

Yes  No

(Submit SWPPP electronically to: [epa.constitlr10swppp@illinois.gov](mailto:epa.constitlr10swppp@illinois.gov))

Location of SWPPP for viewing: Address: \_\_\_\_\_

City: \_\_\_\_\_

SWPPP contact information:

Inspector qualifications: \_\_\_\_\_

Contact Name: TBA

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Project inspector, if different from above

Inspector qualifications: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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**TYPE OF CONSTRUCTION (select one)**

Construction Type Transportation

SIC Code: \_\_\_\_\_

Type a detailed description of the project:

The work consists of permanent landscaping for the newly constructed Stearns Road Corridor. Landscaping work will include preparation of seed beds, permanent seeding, mulching, erosion control blankets, trees, shrubbery, control burns, mowing and all incidental and collateral work necessary to complete the project.

**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

- Historic Preservation Agency       Yes       No
- Endangered Species                       Yes       No

**RECEIVING WATER INFORMATION**

Does your storm water discharge directly to:     Waters of the State    or     Storm Sewer

Owner of storm sewer system: Kane County

Name of closest receiving water body to which you discharge: Fox River

Mail completed form to: Illinois Environmental Protection Agency  
Division of Water Pollution Control  
Attn: Permit Section  
Post Office Box 19276  
Springfield, Illinois 62794-9276  
or call (217) 782-0610  
FAX: (217) 782-9891

Or submit electronically to: [epa.constilr10swppp@illinois.gov](mailto:epa.constilr10swppp@illinois.gov)

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.

*Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))*

\_\_\_\_\_  
Owner Signature:  
  
Dave Boesch  
\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date:  
  
Chief Of Construction  
\_\_\_\_\_  
Title:



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

REPLY TO  
ATTENTION OF:

JAN 11 2007

Technical Services Division  
Regulatory Branch  
199600199

SUBJECT: Proposed Extension of Stearns Road From East of IL Route 25 to West of Randall Road, New Bridge Placement over the Fox River, and Realignment and Improvements along Dunham Road, IL Route 25, IL Route 31, McLean Boulevard and Randall Road Located in South Elgin, Kane County, Illinois

Carl Schoedel  
Kane County Division of Transportation  
221 Burlington Road  
St. Charles, Illinois 60175

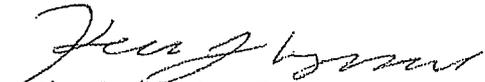
Dear Mr. Schoedel:

The U.S. Army Corps of Engineers has authorized the above-referenced project under Section 404 of the Clean Water Act as described in your notification and as shown on the approved project construction plans entitled, "Plans For Proposed Federal Aid Highway", dated September 14, 2006, prepared by CBBEL. The approved mitigation and Best Management Plan documents are entitled, "Fox River Bridges - Stearns Road Corridor Vision Document" dated May 8, 2003, revised January 30, 2004, the "Fox River Bridges CCP/Stearns Road Environmental Roadway Corridor, prepared by CBBEL and the "Wetland Compensation Plan Fox River Bridges - Stearns Road Corridor (FAP361) Randall Road to Dunham Road South Elgin, Kane County, Illinois, dated September 2006, prepared by CBBEL and Huff & Huff.

This determination covers only your project as described above. If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization. If it is anticipated that the activity as described cannot be completed within the time limits of the authorization, you must submit a request for a time extension to this office at least thirty (30) calendar days prior to the expiration date of your permit. Failure to do so will result in the District's re-evaluation of your project, which may include the issuance of a public notice.

Once you have completed your project, please sign and return the enclosed compliance certification. If you have any questions, contact Kathy Chernich of the Regulatory Branch, at telephone number (312) 846-5531 or by email at kathy.g.chernich@usace.army.mil.

Sincerely,

  
Mitchell A. Isoe  
Chief, Regulatory Branch

Enclosure

Copy Furnished (with authorization):

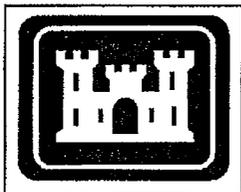
Kane/DuPage SWCD (Musich)

Copy Furnished (w/out authorization):

United States Fish & Wildlife Service (Rogner)  
United States Environmental Protection Agency (Pierard)  
Illinois Environmental Protection Agency (Yurdin)  
Illinois Department of Natural Resources (Schanzle)  
Illinois Department of Natural Resources/OWR (Jereb)

## PERMIT COMPLIANCE

## CERTIFICATION



Permit Number: 199600199

Permittee: Kane County Division of Transportation

Date of Issuance:

JAN 11 2007

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and that compensatory wetland mitigation was completed in accordance with the approved mitigation plan.<sup>1</sup>

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

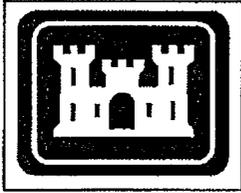
Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers  
Chicago District, Regulatory Branch  
111 North Canal Street, Suite 600  
Chicago, Illinois 60606-7206

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

<sup>1</sup> If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

SS



DEPARTMENT OF THE ARMY

PERMIT

Permittee: Kane County Division of Transportation  
Application No.: 199600199  
Issuing Office: CHICAGO DISTRICT, U.S. ARMY CORPS OF ENGINEERS

DEFINITIONS: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform the work in accordance with the terms and conditions specified below.

**Project Description:** Proposed Extension of Stearns Road From East of IL Route 25 to West of Randall Road, New Bridge Placement over the Fox River, and Realignment and Improvements along Dunham Road, IL Route 25, IL Route 31, McLean Boulevard and Randall Road Located in South Elgin, Kane County, Illinois. The approved project construction plans are entitled, "Plans For Proposed Federal Aid Highway", dated September 14, 2006, prepared by CBBEL. The approved mitigation and Best Management Plan documents are entitled, "Fox River Bridges - Stearns Road Corridor Vision Document" dated May 8, 2003, revised January 30, 2004, the "Fox River Bridges CCP/Stearns Road Environmental Roadway Corridor, prepared by CBBEL and the "Wetland Compensation Plan Fox River Bridges - Stearns Road Corridor (FAP361) Randall Road to Dunham Road South Elgin, Kane County, Illinois, dated September 2006, prepared by CBBEL and Huff & Huff.

**Project Location:** South Elgin, Kane County, Illinois, Brewster Creek/Fox River Watershed, (Se  $\frac{1}{4}$  of Section 6, S  $\frac{1}{2}$  & Ne  $\frac{1}{4}$  of Section 1, Ne & Nw  $\frac{1}{4}$  of Section 12, S  $\frac{1}{2}$  of Section 2, N & S  $\frac{1}{2}$  of Section 3, Ne and Nw  $\frac{1}{4}$  of Section 4, Township 40 North, Range 8 East, and Nw  $\frac{1}{4}$  of Section 5, Se  $\frac{1}{4}$  of Section 32 and Sw  $\frac{1}{4}$  of Section 33, Township 41 North, Range 8 East

SLC

**Permit Conditions:**

**General Conditions**

1. The time limit for completing the authorized work ends on November 1, 2011. If you find that you need more time to complete the authorized activity(s), submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project. Conditions of the certification are conditions of this authorization. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being accomplished in accordance with the terms and conditions of your permit.

## Special Conditions

1. This permit is based on all material submitted as part of application number 199600199. You must comply with all applicable regulations and requirements in carrying out this project. Failure to comply with the terms and conditions of this permit may result in suspension and revocation of your permit.

2. You shall undertake and complete the project as described in the approved project construction plans entitled, "Plans For Proposed Federal Aid Highway", dated September 14, 2006, prepared by CBBEL, and including all relevant documentation to the project plans as proposed.

3. You shall fully implement the approved mitigation and Best Management Plan documents entitled, "Fox River Bridges - Stearns Road Corridor Vision Document" dated May 8, 2003, revised January 30, 2004, the "Fox River Bridges CCP/Stearns Road Environmental Roadway Corridor, prepared by CBBEL and the "Wetland Compensation Plan Fox River Bridges - Stearns Road Corridor (FAP361) Randall Road to Dunham Road South Elgin, Kane County, Illinois, dated September 2006, prepared by CBBEL and Huff & Huff.

All created wetlands shall meet the performance criteria in accordance with the Corps approved mitigation plans.

4. Throughout the project's duration, you shall adhere to all soil erosion and sediment control plans as recommended by the Kane/DuPage Soil and Water Conservation District (KDSWCD). Work authorized herein may not commence until you provide evidence to this office that the KDSWCD has determined that your plan meets technical standards. In addition, you shall enter into an agreement with the KDSWCD where as the SWCD shall oversee construction of the mitigation areas and Best Management Practice (BMP) areas and, if necessary, provide corrective measures to the applicant and to the Corps project manager. Please contact the SWCD for further instructions.

5. As they become available, you shall submit to this office and to the KDSWCD grading plans for each subsequent phase of the project. This office shall approve the construction plans prior to commencement of each additional phase. The KDSWCD sign-off letter and an approved set of stamped plans shall serve to certify that the erosion and sediment control plans has met all applicable soil erosion & sediment control (SESC) Technical Standards. A copy of the District's letter(s) shall be submitted to this office to inform us that you have completed the SESC portion of the permitting process. Please note that the letter confirming the adequacy of the plans applies to the overall principles and practices on the site and not to the individual construction packages. In addition, the more detailed soil

erosion and sediment control plans of the individual construction packages shall be reviewed by the KDSWCD as the construction package level plans are designed and completed. The subsequent plans shall be reviewed in detail and held to the same technical standards as the overall plans. Work authorized herein may not commence until you provide evidence to this office that the SWCD has determined that each construction package meets technical standards

6. You shall insure that mitigated wetlands and adjacent upland buffers are protected through a permanent deed restriction. The approved construction drawings and USACE authorization number shall be included as an exhibit in the deed, and recorded with the Registrar of Deeds or other appropriate office charged with the responsibility for maintaining records of title or interest in real estate property. Within 30 days of receipt of this authorization, you shall submit to this office for review a draft copy of the deed restriction. Recording of the approved deed restriction shall occur upon this office approving the document(s) and within 180 days of permit issuance.

7. You shall submit as-built drawings of the Phase I mitigation area, and all proposed BMP's to be constructed. The as-builts shall be approved by this office and by the KDSWCD prior to the area(s) being seeded.

8. You shall install signs which identify the presence of Federally-protected wetlands and the prohibited activities in the mitigation and BMP areas. The signs shall be spaced every 300 - 400 feet at the boundary of all adjacent upland buffers. The signs shall be installed at completion of seeding and planting activities.

9. You shall provide the informational brochure entitled "Living with Wetlands" to all property owners situated adjacent to the wetlands and BMP's. The brochure discusses the importance of wetlands, the entities that have jurisdiction over the areas, the relevant rules and regulations, and the potential indirect impacts to the wetlands resulting from common land practices, such as the use of lawn fertilizers and chemicals. You can obtain copies of this brochure by contacting Susan Rose with the Wetland Initiative at 53 W. Jackson Blvd. #1015, Chicago, Illinois 60604, (312) 922-0777, email: twi@wetlands-initiative.org.

10. You shall transfer the mitigated wetlands (the McLean Boulevard Fen Recharge Area, South Elgin Sedge Meadow Buffer, the Sandhill Annex and the Direct Impact Mitigation Site) to the Forest Preserve District of Kane County following the 7-year mitigation management and monitoring plan for all mitigation areas and a determination by this office that all performance

criteria have been met. The Forest Preserve District shall ensure that the mitigation areas are maintained and protected as a natural area in perpetuity.

11. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.

12. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

13. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

14. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

**Further Information:**

1. Congressional Authorities. You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this Authorization.

a. This permit does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on the behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modifications, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. The office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures

such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General Condition 1 established a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as a permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.



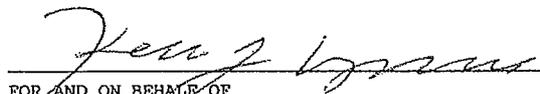
JANUARY 5, 2007  
DATE

PERMITTEE  
Carl Schoedel  
Kane County Division of Transportation  
221 Burlington Road  
St. Charles, Illinois 60175

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

199600199

\_\_\_\_\_  
Corps Authorization Number



JAN. 11, 2007  
DATE

FOR AND ON BEHALF OF  
John D. Drolet  
Colonel, U.S. Army  
District Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
TRANSFeree

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE



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

JAN 9 8 2009  
 KANE COUNTY  
 DIVISION OF TRANSPORTATION

REPLY TO  
 ATTENTION OF:

JAN 20 2009

Technical Services Division  
 Regulatory Branch  
 LRC #1996-18925, RAMS #199600199

SUBJECT: Permit Modification to the Stearns Road Corridor  
 Highway and Bridge construction over the Fox River in Kane and  
 DuPage Counties, Illinois (Sections 1, 2, and 3, Township 40  
 North, Range 8 East)

Carl Schoedel, P.E.  
 Kane County Division of Transportation  
 41 W011 Burlington Road  
 St. Charles, Illinois 60175

Dear Mr. Schoedel:

This is in reference to your letter dated December 18, 2008,  
 and in addition to your request to modify the individual permit  
 authorization granted on January 11, 2007.

The Chicago District has reviewed the plans to modify the  
 plans as described in your December 18, 2008 request and has no  
 objections to the proposed revisions. All terms and conditions  
 of the original permit to which the authorized work was made  
 subject to shall remain in full force and effect. This letter  
 and all revised plans shall be added to all copies of the permit,  
 including those at the work site.

In addition, as part of the Individual Permit authorization  
 granted to you on January 11, 2007, the following requirement  
 shall become a Special Condition of the permit:

- a. That the project be inspected on a weekly basis by the  
 Kane/DuPage Soil & Water Conservation District (KDSWCD)  
 throughout the duration of construction activities; and
- b. Throughout the duration of the project you shall comply  
 with the KDSWCD written and verbal recommendations regarding the  
 soil erosion and sediment control (SESC) plan and the  
 installation and maintenance requirements of the SESC practices  
 on-site. You shall notify the KDSWCD of any changes or  
 modifications to the approved plan set. Field conditions during  
 project construction may require the implementation of additional  
 SESC measures. If you fail to implement corrective measures,  
 this office may require more frequent site inspections to ensure  
 the installed SESC measures are acceptable. Work authorized  
 herein shall not commence until you provide written evidence to

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this office that the KDSWCD has determined that your plans meets technical standards. In addition, you shall schedule a preconstruction meeting with KDSWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

This determination covers only project as described above and as shown on the modified plans entitle, "Causeway Exhibit", "Erosion Control Plan - Stearns Road", Stormwater Management - Stearns Road", Stormwater Management - Stearns Road Temporary Seeding plan", and prepared by Baker. Enclosed is a copy of the correspondence that outlines, in detail, the proposed permit modifications.

It is your responsibility to obtain required state or local approvals for the modification before commencing work. We note that additional water quality certification under Section 401 of the Clean Water Act may be needed from the Illinois Environmental Protection Agency.

Be informed that if it becomes necessary to request further modification of the authorized project, this office reserves the right to re-evaluate the project pursuant to new regulations or District policy. If you have any questions, please contact Kathy Chernich of my staff by telephone at (312) 846-5531, or email at kathy.g.chernich@usace.army.mil

Sincerely,

  
Keith L. Wozniak  
Chief, West Section  
Regulatory Branch

Copy Furnished: (with<sup>®</sup> enclosure)

United States Fish & Wildlife Service (Rogner)  
Illinois Environmental Protection Agency (Yurdin)  
Illinois Department of Natural Resources (Schanzle)  
Illinois Department of Natural Resources/OWR (Jereb)  
Kane/DuPage SWCD (Musich)



**DU PAGE COUNTY  
ECONOMIC DEVELOPMENT & PLANNING**

Robert J. Schillerstrom, County Board Chairman

---

ECONOMIC DEVELOPMENT ♦ WORKFORCE DEVELOPMENT ♦ BUILDING & ZONING ♦ STORMWATER PERMITTING  
WETLANDS PROTECTION ♦ TRANSPORTATION PLANNING ♦ TRANSIT PLANNING ♦ LAND USE ♦ TRAILS

421 N. County Farm Road  
Wheaton, IL 60187

(630) 407-6700 Phone  
(630) 407-6702 Fax  
www.dupageco.org/edp

April 29, 2009

Mr. Charles F. Tokarski, P.E.  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187

RE: Certification for Stormwater Management Permit No. 08-99-0004 (DEC Tracking No. T26210)  
CH29 Stearns Road – (From County Line easterly by 2800 feet), DuDOT, DuPage County, Illinois  
USACE No. LRC 1996 00199

Dear Mr. Tokarski:

The Division of Environmental Concerns (DEC) of the Department of Economic Development and Planning (EDP) received a stormwater permit application/submittal from DuPage County Division of Transportation, for the extension of Stearns Road east of IL Route 25 to west of Dunham Road, including roadway widening, realignment, and improvements along existing roads, removal and replacement of existing pavement shoulders and base course, installation of storm sewer, curb and gutter, pavement marking, a bridge crossing over the Fox River, and all associated grading and restoration, to be located along Stearns Road from approximately two thousand eight hundred (2800) feet east of the DuPage/Kane County boundary, in DuPage County, Illinois, then west into Kane County, Illinois.

Staff has completed its review of this application and hereby certifies the following documents for compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCFSP0):

1. DuPage County Stormwater Management Permit Application, as assigned Permit No. 08-99-0004 (DEC Tracking No. T26210).
2. Stormwater submittal packet entitled "Stearns Road, DuPage County Stormwater Permit," as prepared by Alfred Benesch & Company, signed and sealed on March 23, 2009, including the following removable document(s):
  - a. Data sheet entitled "90% Agency Review Comment Response Form, 3944 Stearns Road", dated March 13, 2009, consisting of one (1) sheet labeled "3/20/2009 3:31 PM", as contained within the inside of the front cover of the above referenced submittal packet; and,
  - b. Bound set of plan sheets, consisting of three (3) plan sheets and one (1) data sheet, as contained within the inside of the front cover of the above referenced submittal packet, containing:

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- i. Plan sheet entitled "Drainage and Utility Plan and Profile, IL 25 /Stearns Road," as signed and sealed by Diane M. Campione, Contract No. 63074, signed June 15, 2009, labeled "Sheet No. 199;" and,
  - ii. Plan sheet entitled "Erosion and Sediment Control IL 25 /Stearns," Contract No. 63074, undated, labeled "Sheet No. 167;" and,
  - iii. Plan sheet entitled "Drainage and Utility Detention Pond A / Detention Pond B," Contract No. 63074, undated, labeled "Sheet No. 204;" and,
  - iv. Data sheet entitled "Revised Culvert G Schedule," undated, unlabeled.
- c. Plan sheet entitled "Existing Flow Patterns And Drainage Areas," as signed and sealed by Diane M Campione, signed and sealed June 15, 2009, labeled "Sheet No. 1," consisting of one (1) sheet, as contained within Tab 2B of the above referenced submittal packet; and,
  - d. Plan sheet entitled "Proposed Flow Patterns And Drainage Areas," as signed and sealed by Diane M Campione, signed and sealed June 15, 2009, labeled "Sheet No. 1," consisting of one (1) sheet, as contained within Tab 2B of the above referenced submittal packet.
3. Stormwater submittal packet entitled "Stearns Road, DuPage County Stormwater Permit, Tab 9, Appendix," as prepared by Alfred Benesch & Company, dated December 2008.
  4. Plan set entitled "State of Illinois, Department of Transportation, Kane County Division of Transportation, Proposed Highway Plans Volume 1, F.A.P. 361 Route IL-25 /Stearns Road, Dunham Road, Section No. 06-00214-15-BR, Project, Kane /DuPage County," Contract No. 63074, consisting of one hundred thirty-four (134) plan sheets, as identified below:
    - a. Sheet 1 as signed and sealed by Diane M. Campione November 23, 2009 [*sic*]; and,
    - b. Sheet 2 dated May 14, 2008; and,
    - c. Sheets 3-22, 24-53, 55-57, 59-61, 62 entitled "Multi-Use Path Plan and Profile Dunham Road," 63-65, 66 entitled "Multi-Use Path, Plan and Profile, Illinois Prairie Path," 67-76, 154-155, 157-166, 170, 172, 173, 174 entitled "Stearns Road Erosion and Sediment Control Details," 192, 193-195 entitled "Drainage and Utility Plan and Profile Dunham Road, 196-198 entitled "Drainage and Utility Plan and Profile IL 25/Stearns Road," 200, 201, 203, 205, 206, and 264-267, dated December 19, 2008; and,
    - d. Sheets 29, 62 entitled "Plan and Profile Stearns Road," 66 entitled "Plan and Profile, Old Stearns Road," 174 entitled "Erosion and Sediment Control Stearns Road," 175, 176, 178, 193-198 entitled "Drainage Schedule," 207, 210, 212, 215 and 216, dated February 18, 2009; and,
    - e. Sheet entitled "Storm Water Pollution Prevention Plan," unlabeled, dated December 11, 2008; and,
    - f. Sheet entitled "Stearns Road Corridor," as prepared by TBE Group Inc. TBE Job No. IL09500274, 284, 285, 286, 288, labeled "Cover," dated June 16, 2008; and,
    - g. Sheets 13 - 21 of 21 entitled "Stearns Road Corridor," as prepared by TBE Group Inc., TBE Job No. IL09500274, 284, 285, 286, 288," dated June 16, 2008.

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April 29, 2009

RE: Certification - SWP No. 08-99-0004/ T26210; CH29 Stearns Rd - (From County Line easterly by 2800 feet), DOT, DuPage County, Illinois  
Page 3 of 4

5. Plan set entitled "State of Illinois, Department of Transportation, Kane County Division of Transportation, Proposed Highway Plans Volume 2, F.A.P. 361 Route IL-25 /Stearns Road, Dunham Road, Section No. 06-00214-15-BR, Project, Kane /DuPage County," Contract No. 63074, consisting of one hundred eighty-three (183) plan sheets, as identified below:
  - a. Sheet 1 undated; and,
  - b. Sheet 260 of 432 dated June 6, 2008; and,
  - c. Sheets not labeled entitled "Dunham Road Cross Sections," [55 sheets] plotted December 17, 2008; and,
  - d. Sheets not labeled entitled "Stearns Road Cross Sections," [54 sheets plus 25 sheets = 79 total] plotted December 17, 2008; and,
  - e. Sheets 531 - 544 plotted March 20, 2009; and,
  - f. Sheets not labeled entitled "Gilbert Street Cross Sections," [17 sheets] plotted December 17, 2008; and,
  - g. Sheets not labeled entitled "Old Stearns Road Cross Sections," [16 sheets] plotted December 17, 2008; and,

**NOTE:** During the review process, it was noticed that the wetland submittal in Tab 4 of the stormwater submittal packet provides details on wetlands 1 and 2. However, Exhibit 7 does not identify them and they are not within the scope of this project. Therefore, they should not be considered as being within the scope of this permit.

Based upon our certification of the above referenced documents, please accept this letter as our issuance of a stormwater permit for the above referenced development with the following conditions.

**SPECIAL CONDITIONS:**

1. This certification is **ONLY VALID** if the above referenced plan sets and submittal packets were prepared by a Registered Professional Engineer (PE) of the State of Illinois. In addition, the date of expiration of the PE certification must not be expired. If either of these conditions is not satisfied, please consider this stormwater permit certification null and void.

**GENERAL CONDITIONS:**

1. Per Section 15-116.2 of the DCSFPO, sediment and erosion control devices shall be functional before land is otherwise disturbed on the site. Therefore, the developer shall notify the Division of Environmental Concerns (DEC) of the DuPage County Department of Economic Development and Planning (EDP), and request/receive a site inspection of all required sediment and erosion control devices, prior to the commencement of construction activities.
2. Per Section 15-149.2(f) of the DCSFPO, upon completion of the development, as-built drawings of the site must be submitted to DEC for review and approval. The as-built drawings must be prepared, signed and sealed by an Illinois Licensed Land Surveyor or Professional Engineer.

CSB

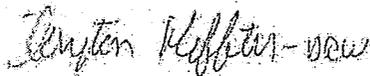
April 29, 2009

RE: Certification - SWP No. 08-99-0004/T26210; CH29 Stearns Rd - (From County Line easterly by 2800 feet), DOT, DuPage County, Illinois

Page 4 of 4

Three (3) copies of the submittal, as certified by our office, are enclosed for your use. Please note that no additional "Volume 2" plan sets, as identified above, are available to return to the applicant/owner at the time of stormwater certification. If the applicant/owner desires to obtain a copy of the certified material, they may resubmit them to DEC for review and approval. If you have any questions, or need any additional information, please feel free to contact me at (630) 407-6729.

Respectfully,



Clayton C. Heffter  
Stormwater Permitting Manager

CCH:scn

cc: Brian Goralski, P.E., Village of Bartlett, 228 S. Main Street, Bartlett, IL 60103  
Diane M. Campione, P.E., Alfred Benesch & Company, 205 North Michigan Ave., Chicago, IL 60601  
Morgan Cotton, P.E., DuDOT  
Tim Dawson, P.E., DuDOT  
Karen Laskowski, Wetland Program Manager, DEC  
Ying L. Miao, P.E., Senior Project Engineer, PWD  
Kathy Huth-Nicholl, Division Assistant II, DEC  
SWP File #08-99-0004/T26210

Q:\permits\99\Highway\2008\08-99-0004 (T26210) CH29 Stearns Rd- County Line to 2800 ft E of County Line\Cert.doc

**DU PAGE COUNTY STORMWATER MANAGEMENT PERMIT APPLICATION**

<b>1. COMMUNITY AND STATUS</b> Non <input type="checkbox"/> Partial <input type="checkbox"/> Complete <input type="checkbox"/>	<b>2. DATE APP RECEIVED BY COMMUNITY</b> <i>(office use only)</i> 7/30/08	<b>3. STORMWATER APPLICATION/PERMIT NO.</b> <i>(to be assigned by community)</i> 08-99-0004	<b>4. (Community use only)</b> T26210						
<b>5. (Community use only)</b>									
<b>6. NAME, ADDRESS TITLE OF APPLICANT</b> DuPage County Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 FAX (630) 407-6900 Telephone No. during business hours: (630) 407-6900		<b>7. NAME AND ADDRESS OF OWNER</b> DuPage County Division of Transportation 421 N. County Farm Road Wheaton, IL 60187 FAX (630) 407-6900 Telephone No. during business hours: (630) 407-6900							
<b>8. Check all of the following conditions which apply:</b> <input type="checkbox"/> The development does not affect a special management area. Attach a stormwater submittal. <input type="checkbox"/> Wetlands located on or near the development site. Development does not directly affect wetland. Attach a stormwater submittal and a wetland submittal. <input checked="" type="checkbox"/> The development affects a wetland but not a flood plain. Attach a stormwater submittal and a wetland submittal. <input type="checkbox"/> The development affects a flood plain but not a wetland. Attach a stormwater submittal and a flood plain/riparian submittal. <input type="checkbox"/> The development affects both a flood plain and a wetland. Attach a stormwater submittal, and a flood plain/riparian submittal, and wetland submittal.									
<b>9. DESCRIPTION OF PROPOSED DEVELOPMENT:</b> The project will include the removal and replacement of existing pavement shoulders and base on Stearns Road from the Kane/DuPage County line easterly for approximately 0.53 miles (2,776 LF). Proposed roadway will vary from the existing alignment 0LF to 170 LF and will increase the pavement width from 22LF to 66LF. Other proposed features will include a multi-use path, storm sewer, curb and gutter, drainage ditches and vertical alignment modifications.									
<b>10. LOCATION OF DEVELOPMENT</b> Stearns Rd. from west Co. line easterly Street Address Village of Berletts Municipality East Branch Brewster Creek Watershed, Planning Area & Tributary		<b>11. LEGAL DESCRIPTION</b> <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">6</td> <td style="text-align: center;">40N</td> <td style="text-align: center;">9E</td> </tr> <tr> <td style="text-align: center;">1/4 Section</td> <td style="text-align: center;">Township</td> <td style="text-align: center;">Range</td> </tr> </table> PP No. _____		6	40N	9E	1/4 Section	Township	Range
6	40N	9E							
1/4 Section	Township	Range							
<b>12. UNDER PENALTY OF INTENTIONAL MISREPRESENTATION AND/OR PERJURY:</b> I declare that I have examined and/or made this application and it is true and correct to the best of my knowledge and belief. I agree to construct said improvement in compliance with all provisions of the applicable ordinances. I realize that the information that I have affirmed herein forms a basis for the issuance of the stormwater management permit(s) herein applied for and approval of plans in connection therewith shall not be construed to permit any construction upon said premises or use thereof in violation of any provision of any applicable ordinance or to excuse the owner or his successors in title from complying therewith.									
Signature of Applicant: <i>[Signature]</i> Print Applicant Name: <u>THOMAS J. DAWSON</u>		Date: <u>7/29/08</u> Signature of Owner: <i>[Signature]</i> Print Owner Name: <u>CH. F. TAYLOR</u>							

*(office use only)*

<b>13. PERMIT REVIEW FEE (separate checks):</b>		Amount	Received By/Title								
Community: DuPage County Department of Economic Development & Planning		\$ 1,446.50	\$ 1,446.50 on 10/21/08 by KUD-dnw								
<b>14. PROBABLE COST</b>	<b>15. SECURITIES</b>	Amount									
Estimate of probable cost of construction of stormwater facilities: _____ Estimate of probable cost of implementation/maintenance of sediment and erosion plan: _____	Development Security: _____ Sediment and Erosion Control Security: _____ <b>TOTAL SECURITY:</b> _____										
<b>16. FINAL APPROVALS:</b>		Date	Approved By/Title								
Community: DuPage County Department of Economic Development & Planning		4/29/09	<i>[Signature]</i> Clinton Hillier - DEW								
Unless otherwise noted, this permit expires December 31 of the third year following the date of permit issuance.											
<b>17. SPECIAL CONDITIONS</b>		<table style="width:100%; border: none;"> <tr> <td align="center" colspan="2"><b>CERTIFIED</b></td> </tr> <tr> <td align="center">BY:</td> <td align="center"><u>CCM/DRW</u></td> </tr> <tr> <td align="center" colspan="2">APR 29 2009</td> </tr> <tr> <td align="center" colspan="2">SWP# 08-99-0004/126210</td> </tr> </table>		<b>CERTIFIED</b>		BY:	<u>CCM/DRW</u>	APR 29 2009		SWP# 08-99-0004/126210	
<b>CERTIFIED</b>											
BY:	<u>CCM/DRW</u>										
APR 29 2009											
SWP# 08-99-0004/126210											

# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397  
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

217/782-3362    ROD R. BLAGOJEVICH, GOVERNOR    DOUGLAS P. SCOTT, DIRECTOR

SEP 22 2008

Chicago District  
Corps of Engineers  
111 North Canal Street, 6th Floor  
Chicago, IL 60606

Re: Kane County Department of Transportation (Kane & DuPage Counties)  
Stearns Road Extension (Route 25 to Randall Road) - Unnamed Wetlands, Fox River and Tributaries  
Log # C-0959-05 [CoE appl. # 199600199]

Gentlemen:

This Agency received a request on December 8, 2005 from the Kane County Department of Transportation requesting necessary comments concerning the extension of Stearns Road from Route 25 to Randall Road impacting wetlands, Fox River and tributaries. We offer the following comments.

Based on the information included in this submittal, it is our engineering judgment that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act, provided the project is carefully planned and supervised.

These comments are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These comments do not supplant any permit responsibilities of the applicant toward the Agency.

This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the applicant's compliance with the following conditions:

1. The applicant shall not cause:
  - a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations;
  - b. water pollution defined and prohibited by the Illinois Environmental Protection Act; or
  - c. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760    •    DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000  
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131    •    PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463  
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462    •    CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800  
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892    •    COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120  
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by this Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area on or after March 10, 2003. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. The Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/streambanks, or 3) placed in waters of the State.
7. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials to the adjoining wetlands and downstream.
8. The wetland mitigation plan received by the Agency on December 8, 2005 shall be implemented. Modifications to the wetland mitigation plan must be submitted to the Agency for approval. The permittee shall submit annual reports by July 1 of each calendar year on the status of the mitigation. The first annual report shall include a hydric soils determination that represents the soils at the completion of initial construction for the wetland mitigation site(s). The permittee shall monitor the mitigation for 5 years after the completion of initial construction. A final report shall be submitted within 90 days after completion of a 5-year monitoring period. Each annual report and the final report shall include the following: IEPA Log No., date of completion of initial construction, representative photographs, floristic quality index, updated topographic maps, description of work in the past year, the performance standards for the mitigation as stated in the mitigation plan, and the activities remaining to complete the mitigation plan. For wetland mitigation sites containing non-hydric soils at the time of initial construction, the final report shall include a hydric soils determination that represents the soils at the end of the 5-year monitoring period. For wetland mitigation provided by purchase of wetland mitigation banking credits, in lieu of the above monitoring and reporting, the permittee shall submit written proof from the wetland mitigation bank that the wetland credits have been purchased within thirty (30) days of said purchase. The subject reports and proof of purchase of mitigation credits shall be submitted to:

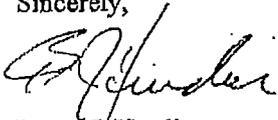
Illinois Environmental Protection Agency  
Bureau of Water  
Watershed Management Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

9. The applicant shall submit finalized plans for each phase of the proposed project to the Agency for approval.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above conditions # 1 through # 9 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217.

This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

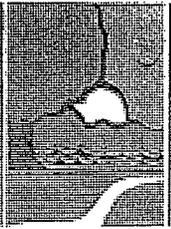
Sincerely,



Bruce J. Yurdin  
Manager, Watershed Management Section  
Bureau of Water

BY:TJF:0959-05.doc

cc: IEPA, Records Unit  
IEPA, DWPC, FOS, Des Plaines  
IDNR, OWR, Bartlett  
USEPA, Region 5  
Mr. Carl Schoedel, Kane County Department of Transportation  
Mr. Jim Novak, Huff & Huff, Inc.  
Mr. Pat Kelsey, Christopher B. Burke Engineering  
Mr. Mike Okrent, Alfred Benesch & Associates ✓



Illinois Department of  
**Natural Resources**

One Natural Resources Way • Springfield, Illinois 62702-1271  
<http://dnr.state.il.us>

Rod R. Blagojevich, Governor

Sam Flood, Acting Director

November 24, 2008

SUBJECT: Permit No. NE2008065  
Stearns Road Bridge and Multi-Use Path Bridge  
Fox River  
Kane County  
Application No. 2008081

Carl Schoedel  
Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, Illinois 60175

Dear Mr. Schoedel:

We are enclosing Permit No. NE2008065 authorizing the subject project.

Upon receipt and review of this permit and all conditions included therein, please properly execute and return the attached acceptance slip within sixty (60) days from the date of this permit.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

When the work is completed, please contact Jeannette Schiller of my staff at 847/608-3100 extension 2025 so we may schedule a final inspection.

Sincerely,

Gary W. Jerab, P.E., Chief  
Northeastern Illinois Regulatory Programs Section

GJ/JS:cw  
Enclosure

cc: Chicago District Corps of Engineers (Chic. COE)  
Chinliang Wang, P.E., Christopher B. Burke Engineering, Ltd. —  
Kane County Development Department 74



PERMIT NO. NE2008065  
DATE: November 24, 2008

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

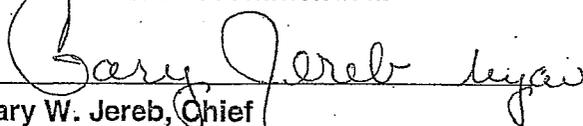
Kane County Division of Transportation  
41W011 Burlington Road  
St. Charles, Illinois 60175

to construct a five-span vehicular bridge and a four-span multi-use path bridge over the Fox River in the Southwest Quarter of Section 2, Township 40 North, Range 8 East of the Third Principal Meridian in Kane County,

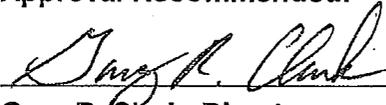
in accordance with an application dated May 27, 2008 and the plans and specifications entitled:

GENERAL PLAN, STEARNS ROAD BRIDGE OVER THE FOX RIVER, STRUCTURE NUMBER 045-3166,  
MULTI-USE PATH BRIDGE OVER THE FOX RIVER, STRUCTURE NUMBER 045-3164,  
SHEETS NOS. 1 AND 5 OF 5, DATED MARCH 2008, PROPOSED STEARNS ROAD - WATERWAY  
OPENING, EXHIBIT 5.1, DATED AUGUST 22, 2008, ALL SHEETS RECEIVED OCTOBER 30, 2008.

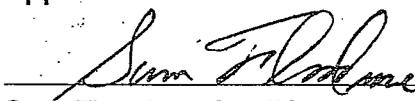
Examined and Recommended:

  
\_\_\_\_\_  
Gary W. Jereb, Chief  
Northeastern Illinois Regulatory  
Programs Section

Approval Recommended:

  
\_\_\_\_\_  
Gary R. Clark, Director  
Office of Water Resources

Approved:

  
\_\_\_\_\_  
Sam Flood, Acting Director  
Department of Natural Resources

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or state agency to do the work, this permit is not effective until the federal and state approvals are obtained.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2011, this permit shall cease and be null and void.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING SPECIAL CONDITION:**

- a) Any temporary work, such as the installation of cofferdams or the mooring of work barges, shall not be placed in a way that will interfere with navigation or create a hazard to boating safety and must be removed from the waterway as soon as possible upon completion of the permitted bridges.

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

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 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.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

KANE COUNTY DIVISION OF TRANSPORTATION

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DUPAGE COUNTY DIVISION OF TRANSPORTATION

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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

Effective: November 1, 2008

Revised: November 1, 2010

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

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

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

80207

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otaq/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

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## CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)

Effective: April 1, 2009

Revised: July 1, 2009

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term "equipment" refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any "rental" equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall submit copies of monthly summary reports and include certified copies of the ULSD diesel fuel delivery slips for diesel fuel delivered to the jobsite for the reporting time period, noting the quantity of diesel fuel used.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

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

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end

with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

80237

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## CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)

Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

- 1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
- 2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
- 3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
- 4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
- 5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
- 6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
- 7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
- 8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
- 9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be \$1,000.00 for each deficiency identified.

80239



## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: January 1, 2010

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 Illinois Unified Certification Program (IL UCP) DBE Directory.

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 companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

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

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 5.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only 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 enough 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 IL UCP DBE Directory as a reference source for DBE-certified companies. 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](http://www.dot.il.gov).

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (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. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state 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) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document the good faith efforts of the bidder before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan commits sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not commit sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort 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, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine 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 apparent successful 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 the bidder has failed to meet the requirements of this Special Provision and that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons why good faith efforts have not been found.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after receipt of 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 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. 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.

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 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 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 following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (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.

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 Utilization 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) The Contractor must notify and obtain written approval from the Department's Bureau of Small Business Enterprises prior to replacing a DBE or making any change in the participation of a DBE. Approval for replacement will be granted only if it is demonstrated that the DBE is unable or unwilling to perform. The Contractor must make every good faith effort to find another certified DBE subcontractor to substitute for the original 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 original DBE, to the extent needed to meet the contract goal.
- (c) Any deviation from the DBE condition-of-award or contract specifications must be approved, in writing, by the Department. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.
- (d) In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonably competitive price. If this occurs, the Contractor

shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

- (e) Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted.
- (f) If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (g) 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. 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 of Small Business Enterprises and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau of Small Business Enterprises 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.
- (h) 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 therefore 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 Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement 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 Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (j) of this part.
- (i) 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.

- (j) 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.

80029

## ENGINEER'S FIELD OFFICE TYPE A (BDE)

Effective: April 1, 2007

Revised: January 1, 2011

Revise Article 670.02 of the Standard Specifications to read:

**670.02 Engineer's Field Office Type A.** Type A field offices shall have a minimum ceiling height of 7 ft (2 m) and a minimum floor space 450 sq ft (42 sq m). The office shall be provided with sufficient heat, natural and artificial light, and air conditioning.

The office shall have an electronic security system that will respond to any breach of exterior doors and windows. Doors and windows shall be equipped with locks. Doors shall also be equipped with dead bolt locks or other secondary locking device.

Windows shall be equipped with exterior screens to allow adequate ventilation. All windows shall be equipped with interior shades, curtains, or blinds. Adequate all-weather parking space shall be available to accommodate a minimum of ten vehicles.

Suitable on-site sanitary facilities meeting Federal, State, and local health department requirements shall be provided, maintained clean and in good working condition, and shall be stocked with lavatory and sanitary supplies at all times.

Sanitary facilities shall include hot and cold potable running water, lavatory and toilet as an integral part of the office where available. Solid waste disposal consisting of two waste baskets and an outside trash container of sufficient size to accommodate a weekly provided pick-up service.

In addition, the following furniture and equipment shall be furnished.

- (a) Four desks with minimum working surface 42 x 30 in. (1.1 m x 750 mm) each and five non-folding chairs with upholstered seats and backs.
- (b) One desk with minimum working surface 48 x 72 in. (1.2 x 1.8 m) with height adjustment of 23 to 30 in. (585 to 750 mm).
- (c) One four-post drafting table with minimum top size of 37 1/2 x 48 in. (950 mm x 1.2 m). The top shall be basswood or equivalent and capable of being tilted through an angle of 50 degrees. An adjustable height drafting stool with upholstered seat and back shall also be provided.
- (d) Two free standing four drawer legal size file cabinet with lock and an underwriters' laboratories insulated file device 350 degrees one hour rating.
- (e) One 6 ft (1.8 m) folding table with six folding chairs.

- (f) One equipment cabinet of minimum inside dimension of 44 in. (1100 mm) high x 24 in. (600 mm) wide x 30 in. (750 mm) deep with lock. The walls shall be of steel with a 3/32 in. (2 mm) minimum thickness with concealed hinges and enclosed lock constructed in such a manner as to prevent entry by force. The cabinet assembly shall be permanently attached to a structural element of the field office in a manner to prevent theft of the entire cabinet.
- (g) One refrigerator with a minimum size of 16 cu ft (0.45 cu m) with a freezer unit.
- (h) One electric desk type tape printing calculator.
- (i) A minimum of two communication paths. The configuration shall include:
  - (1) Internet Connection. An internet service connection using telephone DSL, cable broadband, or CDMA wireless technology. Additionally, an 802.11g/N wireless router shall be provided, which will allow connection by the Engineer and up to four Department staff.
  - (2) Telephone Lines. Three separate telephone lines.
- (j) One plain paper copy machine capable of reproducing prints up to 11 x 17 in. (280 x 432 mm) with an automatic feed tray capable of storing 30 sheets of paper. Letter size and 11 x 17 in. (280 x 432 mm) paper shall be provided.
- (k) One plain paper fax machine with paper.
- (l) Two telephones, with touch tone, where available, and a digital telephone answering machine, for exclusive use by the Engineer.
- (m) One electric water cooler dispenser.
- (n) One first-aid cabinet fully equipped.
- (o) One microwave oven, 1 cu ft (0.03 cu m) minimum capacity.
- (p) One fire-proof safe, 0.5 cu ft (0.01 cu m) minimum capacity.
- (q) One electric paper shredder.
- (r) One post mounted rain gauge, located on the project site for each 5 miles (8 km) of project length."

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

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

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

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

80179

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

- a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

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

80189

**FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)**

Effective: April 1, 2009

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

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

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

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

80228

**LIQUIDATED DAMAGES (BDE)**

Effective: April 1, 2009

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

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

80230

## MULCH (BDE)

Effective: November 1, 2010

Revised: January 1, 2011

Revise the first sentence of Article 251.03 of the Standard Specifications to read:

“Within 24 hours of seed placement, mulch by one of the following methods shall be placed on the areas specified.”

Revise Article 251.03(b)(2) of the Standard Specifications to read:

“(2) Procedure 2. This procedure shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of light-duty hydraulic mulch. The hydraulic mulch shall be according to Article 251.03(c) except that it shall be applied as a slurry of 900 lb (1020 kg) of mulch and 1000 gal (9500 L) of water per acre (hectare) using a hydraulic mulch applicator. The light-duty hydraulic mulch shall be agitated a minimum of five minutes before application and shall be agitated during application. The light-duty hydraulic mulch shall be applied from opposing directions to ensure even coverage.”

Revise Article 251.03(c) of the Standard Specification to read:

“(c) Method 3. This method shall consist of the machine application of a light-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. Hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer’s recommendations and meet the minimum application rates set in Article 1081.06(a)(2).”

Revise Article 251.03(d) of the Standard Specifications to read:

“(d) Method 3A. This method shall consist of the machine application of a heavy-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer’s recommendations and meet the minimum application rates set in Article 1081.06(a)(2). The heavy-duty hydraulic mulch shall be applied using a mechanically agitated hydraulic mulching machine.”

Add the following to Article 251.03 of the Standard Specifications:

“(e) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive

mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 2 in. (50 mm)."

Revise Article 251.04 of the Standard Specifications to read:

**"251.04 Erosion Control Blanket.** Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to the roadway, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications."

Revise Article 251.06(b) of the Supplemental Specifications to read:

"(b) Measured Quantities. Mulch Methods 1, 2, 3, 3A and 4 will be measured for payment in place in acres (hectares) of surface area mulched. Erosion control blanket, heavy duty erosion control blanket, and turf reinforcement mat will be measured for payment in place in square yards (square meters)."

Revise Article 251.07 of the Supplemental Specifications to read:

**"251.07 Basis of Payment.** This work will be paid for at the contract unit price per acre (hectare) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; MULCH, METHOD 3A; MULCH, METHOD 4; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, HEAVY DUTY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT."

Revise Article 1081.06(a)(2) of the Standard Specifications to read:

“(2) Hydraulic Mulch. The mulch component shall be comprised of a minimum of 70 percent biodegradable material such as wood cellulose, paper fibers, straw or cotton and shall contain no growth or germination inhibiting factors. The remainder of the components shall consist of the manufacturer’s choice of tackifiers and/or strengthening fibers needed to meet the performance specifications. Tackifiers shall be non-toxic and LC 50 test results shall be provided along with the manufacturer’s certification. Hydraulic mulch shall disperse evenly and rapidly and remain in slurry when agitated with water. When uniformly applied, the slurry shall form an absorbent cover allowing percolation of water to the underlying surface. Hydraulic mulch shall be packaged in UV and moisture resistant factory labeled packages or bags with the net quantity of the packaged material plainly shown on each package. The biodegradable material shall be relatively free of glossy papers and shall not be water soluble. The hydraulic mulches shall be according to the following.

Light-Duty Hydraulic Mulch	
Property <sup>1/</sup>	Value
Functional Longevity <sup>2/</sup>	3 months
Minimum Application Rates	2000 lb/acre (2240 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:3
Maximum Uninterrupted Slope Length	50 ft (15 m)
Maximum C Factor	0.15
Minimum Vegetation Establishment <sup>5/</sup>	200 %

Heavy-Duty Hydraulic Mulch	
Property <sup>1/</sup>	Value
Functional Longevity <sup>2/</sup>	12 months
Minimum Application Rates	3000 lb/acre (3360 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:2
Maximum Uninterrupted Slope Length	100 ft (30 m)
Maximum C Factor <sup>3/ 4/</sup>	0.02
Minimum Vegetation Establishment <sup>5</sup>	400 %

1/ This table sets minimum requirements only. Refer to manufacturer recommendations for application rates, instructions, gradients, maximum continuous slope lengths and other site specific recommendations.

2/ Manufacturer’s estimated time period, based upon field observations, that a material can be anticipated to provide erosion control as influenced by its composition and site-specific conditions.

- 3/ "C" Factor calculated as ratio of soil loss from HECP protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot based on large-scale testing.
- 4/ Large-scale test methods shall be according to ASTM D 6459.
- 5/ Minimum vegetation establishment shall be calculated according to ASTM D 7322.

The manufacturer shall furnish a certification with each shipment of hydraulic mulch stating the number of packages or bags furnished and that the material complies with these requirements."

80262

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

Effective: April 1, 2007

Revised: November 1, 2009

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

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

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

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

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

80180

## **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 PERENNIAL PLANTS (BDE)**

Effective: January 1, 2011

Revise Section 254 of the Standard Specifications to read:

**"SECTION 254. PLANTING PERENNIAL PLANTS**

**254.01 Description.** This work shall consist of furnishing, transporting, and planting perennial plants.

**254.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Bulb Type .....	1081.02(a)
(b) Ornamental Type .....	1081.02(b)
(c) Prairie Type .....	1081.02(b)
(d) Wetland Emergent Type .....	1081.02(b)
(e) Sedge Meadow Type .....	1081.02(b)
(f) Woodland Type .....	1081.02(b)
(g) Mulch .....	1081.06(b)

**254.03 Planting Time.** Planting times for the various types of perennial plants shall be as follows.

- (a) Bulb Type. Bulb Type plants shall be planted between October 15 and November 15.
- (b) Ornamental Type, Prairie Type, Wetland Emergent Type, and Sedge Meadow Type plants shall be planted between May 1 and June 15 or between August 15 and September 15.
- (c) Woodland Type plants shall be planted between April 1 and May 15.

**254.04 Transporting and Storing Plants.** The Engineer will inspect the plants at the work site at the beginning of each planting day and reject any material that is not properly packaged (including clear labeling by species) or that is not in a firm, moist, or viable condition. Any plants remaining at the end of the day shall be removed from the work site and properly stored by the Contractor. Before planting, sufficient water shall be added to potted plants to insure that the soil around the roots is not dry and crumbly when the plants are removed from the pots.

**254.05 Layout of Planting.** When plants are specified to be planted in prepared soil planting beds, the planting bed shall be approved by the Engineer prior to planting. If no prepared soil planting bed is specified, the plants shall be planted in areas that have existing cover or have been seeded and mulched or sodded. Where perennial plants, except bulb type plants, shall be planted, the planting beds shall be delineated with selective mowing stakes. Selective mowing stakes shall be according to Article 250.08.

**254.06 Planting Procedures.** The spacing of the plants shall be as shown on the plans, or as directed by the Engineer, to uniformly fill the planting beds. Individual plants within the beds shall be planted as follows.

- (a) Bulb Type. Bulb type plants shall be planted to a depth of 6 in. (150 mm) in turf areas or prepared beds.
- (b) Ornamental Type, Prairie Type, Wetland Emergent Type, Sedge Meadow Type, and Woodland Type. When planted in prepared soil planting beds, these plants shall be planted by a hand method approved by the Engineer.

When planted in existing turf, the planting area shall be mowed to a maximum height of 2 in. (50 mm).

In existing cover, or seeded and mulched or sodded planting areas, a 12 in. (300 mm) diameter planting area for individual plants shall be prepared. The existing cover, or seed and mulch shall be cut and removed from the 12 in. (300 mm) diameter planting area and the soil within the planting area loosened to a depth of 6 in. (150 mm). The plants shall be planted within the planting area and immediately watered with at least 1 gal (5 L) of water per plant.

**254.07 Mulching.** Within 24 hours, the plants shall be mulched with 2 in. (50 mm) of a fine grade mulch meeting the approval of the Engineer. Care shall be taken to place the mulch in a way that does not smother the plants. When plants are planted in prepared soil planting beds, the entire bed shall be mulched. Bulb type plants planted in existing turf need not be mulched.

**254.08 Period of Establishment.** Period of Establishment for the various types of perennial plants shall be as follows.

- (a) No period of establishment will be required for bulb type plants.
- (b) Perennial plants must undergo a 30 day period of establishment. Additional waterings shall be performed at least once within every seven days for four weeks following installation. Water shall be applied at the rate of 2 gal/sq yd (9 L/sq m). Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional waterings.

Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed.

At the end of the period of establishment, the Contractor will be permitted to replace any unacceptable plants and shall thoroughly weed all the beds.

**254.09 Method of Measurement.** This work will be measured for payment in units of 100 perennial plants of the type and size specified. Measurement for payment of this work will not

be performed until at the end of the 30 day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer than 25 percent of the plants are acceptable, a quantity equal to 25 percent of the number of units of plants originally planted will be considered measured for payment. Selective mowing stakes will be measured for payment as each in place.

**254.10 Basis of Payment.** This work will be paid for at the contract unit price per unit for PERENNIAL PLANTS, of the type and size specified.

Selective mowing stakes will be paid for at the contract unit price per each for SELECTIVE MOWING STAKES.”

Revise Article 1081.02 of the Standard Specifications to read:

**“1081.02 Perennial Plants.** Perennial plants shall be as follows.

- (a) Bulb Type. Bulb type plants shall include bulbs, tubers, rhizomes, and corms. Bulb type plants shall meet the current standards adopted by the ANLA. The Contractor shall furnish the Engineer a shipping ticket or label documenting that the variety, color, and size of the bulb type plants supplied are as specified in the plans.
- (b) Ornamental Type, Prairie Type, Wetland Emergent Type, Sedge Meadow Type, and Woodland Type. These plants shall meet the current standards adopted by the ANLA. Flats or lots of plants shall be clearly labeled by variety, and the Contractor shall furnish the Engineer a shipping ticket or label documenting that the plants supplied are of the variety specified in the plans.”

80263

115

**POST MOUNTING OF SIGNS (BDE)**

Effective: January 1, 2011

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

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

80268

## SEEDING (BDE)

Effective: July 1, 2004

Revised: July 1, 2010

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)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass Perennial Ryegrass Red Fescue (Audubon, Sea Link, or Epic) Hard Fescue (Rescue 911, Spartan II, or Reliant IV) Fults Salt Grass 1/ or Salty Alkaligrass	60 (70) 20 (20) 20 (20) 20 (20) 60 (70)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV) Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV) Perennial Ryegrass Red Fescue (Audubon, Sea Link, or Epic) Hard Fescue (Rescue 911, Spartan II, or Reliant IV) Fults Salt Grass 1/ or Salty Alkaligrass	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)
3 Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye) Perennial Ryegrass Alsike Cover 2/ Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/ Andropogon Scoparius (Little Bluestem) 5/ Bouteloua Curtipendula (Side-Oats Grama) Fults Salt Grass 1/ or Salty Alkaligrass Oats, Spring Slender Wheat Grass 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5) 20 (20) 5 (5) 2 (2) 12 (12) 10 (10) 30 (35) 50 (55) 15 (15) 5 (5)

"Table 1 - SEEDING MIXTURES			
6A	Salt Tolerant Conservation Mixture	Andropogon Scoparius (Little Bluestem) 5/	5 (5)
		Elymus Canadensis (Canada Wild Rye) 5/	2 (2)
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)
		Vernal Alfalfa 2/	15 (15)
		Oats, Spring	48 (55)
		Fults Salt Grass 1/ or Salty Alkaligrass	20 (20)"

Revise Note 7 of Table 1 – Seeding Mixtures of Article 250.07 of the Standard Specifications to read:

"7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department."

Revise the first paragraph of Article 1081.04(a) of the Standard Specifications to read:

"(a) Sampling and Testing. Each lot of seed furnished shall be tested by a State Agriculture Department (including other States) or by land grant college or university agricultural sections or by a Registered Seed Technologist. Germination testing of seed shall be accomplished within the 12 months prior to the seed being installed on the project."

Delete the last sentence of the first paragraph of Article 1081.04(c)(2) of the Standard Specifications.

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

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live	Weed	Secondary *	Notes
	%	%	Seed %	%	No. per oz (kg)	
	Max.	Min.	Min.	Max.	Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live	Weed	Secondary *	Notes
	%	%	Seed %	%	Noxious Weeds	
	Max.	Min.	Min.	Max.	No. per oz (kg) Max. Permitted	
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Salty Alkaligrass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

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

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

80131

## **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, 2011

Add the following to Article 280.02 of the Standard Specifications to read:

- “(k) Filter Fabric ..... 1080.03
- “(l) Urethane Foam/Geotextile .....1081.15(i)”

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

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

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

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

Revise Article 280.04(a) of the Standard Specifications to read:

“(a) Temporary Ditch Checks. This system consists of the construction of temporary ditch checks to prevent siltation, erosion, or scour of ditches and drainage ways. Temporary ditch checks shall be constructed with products from the Department’s approved list, rolled excelsior, or with aggregate placed on filter fabric when specified. Filter fabric shall be installed according to the requirements of Section 282. Riprap shall be placed according to Article 281.04. Manufactured ditch checks shall be installed according to the manufacturer’s specifications. Spacing of ditch checks shall be such that the low point in the center of one ditch check is at the same elevation as the base of the ditch check immediately upstream. Temporary ditch checks shall be sufficiently long enough that the top of the device in the middle of the ditch is 6 in. (150 mm) lower than the bottom of the terminating ends of the ditch side slopes.

When rolled excelsior is used, each ditch check shall be installed and maintained such that the device is no less than 10 in. (250 mm) high at the point of overflow. Units installed at a spacing requiring a height greater than 10 in. (250 mm) shall be maintained at the height for the spacing at which they were originally installed.”

Revise the last sentence of the first paragraph Article 280.04(b) of the Standard Specifications to read:

"The barrier shall be constructed with rolled excelsior, silt filter fence, or urethane foam/geotextiles."

Revise the last sentence of the first paragraph of Article 280.04(g) of the Standard Specifications to read:

"The temporary mulch cover shall be installed according to Article 251.03 except for any reference to seeding."

Add the following to Article 280.04 of the Standard Specifications:

- (h) Temporary Erosion Control Blanket. This system consists of temporarily installing erosion control blanket or heavy duty erosion control blanket over areas that are to be reworked during a later construction phase. Work shall be according to Article 251.04 except references to seeding and fertilizer shall not apply. When an area is to be reworked more than once, the blanket shall be carefully removed, properly stored, and then reinstalled over the same area."

Revise Article 280.07(b) of the Standard Specifications to read:

- "(b) Temporary Ditch Checks. This work will be measured for payment along the long axis of the device in place in feet (meters) except for aggregate ditch checks which will be measured for payment in tons (metric tons). Payment will not be made for aggregate in excess of 108 percent of the amount specified by the Engineer."

Revise Article 280.07(f) of the Standard Specifications to read:

- "(f) Temporary Mulch. This work will be measured for payment according to Article 251.05(b)."

Add the following to Article 280.07 of the Standard Specifications:

- "(g) Temporary Erosion Control Blanket. This work will be measured for payment in place in square yards (square meters) of actual surface covered.

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

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

Revise Article 280.08(b) of the Standard Specifications to read:

“(b) Temporary Ditch Checks. This work will be paid for at the contract unit price per foot (meter) for TEMPORARY DITCH CHECKS except for aggregate ditch checks which will be paid for at the contract unit price per ton (metric ton) for AGGREGATE DITCH CHECKS.”

Revise Article 280.08(f) of the Standard Specifications to read:

“(f) Temporary Mulch. Temporary Mulch will be paid for according to Article 251.06.”

Add the following to Article 280.08 of the Standard Specifications:

“(g) Temporary Erosion Control Blanket. Temporary Erosion Control Blanket will be paid for at the contract unit price per square yard (square meter) for TEMPORARY EROSION CONTROL BLANKET or TEMPORARY HEAVY DUTY EROSION CONTROL BLANKET.

The work of removing, storing, and reinstalling the blanket over areas to be reworked more than once will not be paid for separately but shall be included in the cost of the temporary erosion control blanket or temporary heavy duty erosion control blanket.”

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

Revise the second sentence of the first paragraph of Article 1081.15(e) of the Standard Specifications to read:

“The upstream facing of the aggregate ditch check shall be constructed of gradation CA 3. The remainder of the ditch check shall be constructed of gradation RR 3.”

Revise Article 1081.15(f) of the Supplemental 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. The fiber density shall be a minimum of 1.24 lb/cu ft (20 kg/cu m) based on a moisture content of 22 percent at manufacturing. 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).”

Add the following to Article 1081.15 of the Standard Specifications:

“(i) Urethane Foam/Geotextile. Urethane foam/geotextile shall be triangular shaped having a minimum height of 10 in. (250 mm) in the center with equal sides and a minimum 20 in. (500 mm) base. The triangular shaped inner material shall be a low density urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle a minimum of 18 in. (450 mm).

(1) The geotextile shall meet the following properties:

Property	Value	Test Method
Grab Tensile Strength lb (N) (min.)	124 (550) min.	ASTM D 4632
Grab Elongation @ Brake (percent)	15 min.	ASTM D 4632
Burst Strength psi (kPa)	280 (1930) min.	ASTM D 3786
AOS (Sieve No.)	30 min.	ASTM D 4751
UV Resistance (500 hours) (percent)	80 min.	ASTM D 4355

(2) The urethane foam shall meet the following properties:

Property	Value	Test Method
Density lb/cu ft (kg/cu m)	1.0 ± 0.1 (16.0 ± 1.6)	ASTM D 3574
Tensile Strength psi (kPa)	10 (70) min.	ASTM D 3574
Elongation (percent)	125 min.	ASTM D 3574
Tear Resistance lb/in. (N/mm)	1.25 (0.22)	ASTM D 3574"

80087

## **TRAFFIC CONTROL SURVEILLANCE (BDE)**

Effective: January 1, 2011

Revise the first sentence of the first paragraph of Article 701.10 of the Standard Specifications to read:

“When open holes, broken pavement, trenches over 3 in. (75 mm) deep and 4 in. (100 mm) wide or other hazards are present within 8 ft (2.4 m) of the edge of an open lane, the Contractor shall furnish traffic control surveillance during all hours when the Contractor is not engaged in construction operations.”

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**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 1. 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.

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**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**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

**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 qualifiable 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 advised 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 listed on the wage determination unless the Administrator of the 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 submitting payroll copies of 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 contractors' 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.

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#### **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.

to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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#### **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.

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2. Where the prospective primary participant is unable to certify

**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.

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**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 shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**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.state.il.us/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.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.