

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| <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 |
| Electronic plans and proposals               | (217)524-1642 |

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

RETURN WITH BID

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|                       |
|-----------------------|
| Proposal Submitted By |
| Name                  |
| Address               |
| City                  |

Letting April 27, 2007

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

**NOTICE TO PROSPECTIVE BIDDERS**

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

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 87335  
DEKALB County  
Section 06-00160-02-WR (DeKalb)  
Route FAU 5348 (Annie Glidden Rd.)  
Project HPP-2295(2)  
District 3 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

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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 required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_  
\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_

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

**Contract No. 87335  
DEKALB County  
Section 06-00160-02-WR (DeKalb)  
Project HPP-2295(2)  
Route FAU 5348 (Annie Glidden Rd.)  
District 3 Construction Funds**

**0.27 mile full depth HMA reconstruction and widening of Annie Glidden Road from Highpointe Drive to Bellevue Drive in Dekalb including curb and gutter and storm sewer to accommodate a four lane facility.**

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

**RETURN WITH BID**

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

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

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

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

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

**Attach Cashier's Check or Certified Check Here**

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

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

Item \_\_\_\_\_

Section No. \_\_\_\_\_

County \_\_\_\_\_

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

BD 354 (Rev. 11/2001)

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

| Combination No. | Sections Included in Combination | Combination Bid |       |
|-----------------|----------------------------------|-----------------|-------|
|                 |                                  | Dollars         | Cents |
|                 |                                  |                 |       |
|                 |                                  |                 |       |
|                 |                                  |                 |       |
|                 |                                  |                 |       |

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

STATE JOB # - C-93-017-07  
 PPS NBR - 3-10199-0010

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

|             |      |      |                         |                  |          |
|-------------|------|------|-------------------------|------------------|----------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER          | PROJECT NUMBER   | ROUTE    |
| DEKALB      | 037  | 03   | 06-00160-02-WR (DEKALB) | HPP-2295/002/000 | FAU 5348 |

| ITEM NUMBER | PAY ITEM DESCRIPTION    | UNIT OF MEASURE | QUANTITY  | UNIT PRICE DOLLARS | CENTS | TOTAL PRICE DOLLARS | CTS |
|-------------|-------------------------|-----------------|-----------|--------------------|-------|---------------------|-----|
| A2004724    | T-GLED TRI-I SM 3       | EACH            | 4.000     |                    |       |                     |     |
| C2005824    | S-RHUS AROMA GRO 2'     | EACH            | 18.000    |                    |       |                     |     |
| K1005481    | SHRED BARK MULCH 3      | SQ YD           | 255.000   |                    |       |                     |     |
| XX000810    | CONCRETE PAVERS         | SQ FT           | 1,425.000 |                    |       |                     |     |
| XX003273    | SEDUM AUTUMN JOY 1G     | EACH            | 57.000    |                    |       |                     |     |
| XX003503    | FLARED END SEC REM      | EACH            | 5.000     |                    |       |                     |     |
| XX005078    | CB TY C 2 DIA           | EACH            | 1.000     |                    |       |                     |     |
| XX005472    | DRAINAGE STRUCTURE SP   | EACH            | 2.000     |                    |       |                     |     |
| XX006105    | HEMERO HAPPY RETURNS    | EACH            | 73.000    |                    |       |                     |     |
| XX006591    | PAVEMENT TEXTURING      | SQ FT           | 1,084.000 |                    |       |                     |     |
| XX006598    | VINYL FENCE 6           | FOOT            | 689.000   |                    |       |                     |     |
| XX006602    | S-ARONIA MELAN IB, 2.5' | EACH            | 36.000    |                    |       |                     |     |
| XX006603    | S-BERBER THUN BAIL 2'   | EACH            | 73.000    |                    |       |                     |     |
| XX006609    | GRASSES PAN VIR 1 GAL   | EACH            | 22.000    |                    |       |                     |     |
| XX006610    | GRASSES SCHIZ SCOP 1G   | EACH            | 44.000    |                    |       |                     |     |

FAU 5348  
 06-00160-02-WR (DEKALB)  
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 2  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS |             |     |
| XX006611    | GRASSES SPORO HETO 1G | EACH            | 51.000    | =          |       |             |     |
| XX006842    | AGG FOR TEMP ACCESS   | TON             | 250.000   | =          |       |             |     |
| XX006843    | FILL SAN MAN MAIN FLO | EACH            | 1.000     | =          |       |             |     |
| XX006844    | STORM SEW REM 24X30 E | FOOT            | 125.000   | =          |       |             |     |
| XX006845    | STABILIZED HMA PATH   | SQ YD           | 1,070.000 | =          |       |             |     |
| XX006846    | AGGREGATE FIELD ENT   | SQ YD           | 111.000   | =          |       |             |     |
| XX006847    | VINYL FENCE, 4'       | FOOT            | 950.000   | =          |       |             |     |
| XX006848    | TREE WELL             | SQ FT           | 368.000   | =          |       |             |     |
| X0321501    | WEED BARRIER FABRIC   | SQ YD           | 167.000   | =          |       |             |     |
| X0321558    | SAN MH ADJ NEW T1F CL | EACH            | 1.000     | =          |       |             |     |
| X0322256    | TEMP INFO SIGNING     | SQ FT           | 18.000    | =          |       |             |     |
| X0322923    | SEGMENT CONC BLK WALL | SQ FT           | 4,295.000 | =          |       |             |     |
| X0323117    | LANDSCAPING GRAVEL    | SQ YD           | 167.000   | =          |       |             |     |
| X0712400    | TEMP PAVEMENT         | SQ YD           | 1,307.000 | =          |       |             |     |
| Z0001050    | AGG SUBGRADE 12       | SQ YD           | 8,752.000 | =          |       |             |     |

FAU 5348  
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 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 3  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS |             |     |
| Z0013798    | CONSTRUCTION LAYOUT   | L SUM           | 1.000     |            |       |             |     |
| Z0019600    | DUST CONTROL WATERING | UNIT            | 70.000    |            |       |             |     |
| Z0076600    | TRAINEES              | HOUR            | 500.000   | 0.80       |       | 400.00      |     |
| 20100110    | TREE REMOV 6-15       | UNIT            | 8.000     |            |       |             |     |
| 20200100    | EARTH EXCAVATION      | CU YD           | 5,495.000 |            |       |             |     |
| 20201200    | REM & DISP UNS MATL   | CU YD           | 2,785.000 |            |       |             |     |
| 20700400    | POROUS GRAN EMB SPEC  | CU YD           | 2,785.000 |            |       |             |     |
| 20800150    | TRENCH BACKFILL       | CU YD           | 657.000   |            |       |             |     |
| 21001000    | GEOTECH FAB F/GR STAB | SQ YD           | 5,569.000 |            |       |             |     |
| 21101615    | TOPSOIL F & P 4       | SQ YD           | 6,408.000 |            |       |             |     |
| 21101685    | TOPSOIL F & P 24      | SQ YD           | 426.000   |            |       |             |     |
| 21301084    | EXPLOR TRENCH 84      | FOOT            | 50.000    |            |       |             |     |
| 21400100    | GRADING & SHAP DITCH  | FOOT            | 50.000    |            |       |             |     |
| 25000210    | SEEDING CL 2A         | ACRE            | 0.500     |            |       |             |     |
| 25000400    | NITROGEN FERT NUTR    | POUND           | 95.000    |            |       |             |     |

FAU 5348  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 4  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|
|             |                       |                 |           | DOLLARS    | CENTS |             |
| 25000500    | PHOSPHORUS FERT NUTR  | POUND           | 95.000    | =          |       |             |
| 25000600    | POTASSIUM FERT NUTR   | POUND           | 95.000    | =          |       |             |
| 25100115    | MULCH METHOD 2        | ACRE            | 1.700     | =          |       |             |
| 25100630    | EROSION CONTR BLANKET | SQ YD           | 2,420.000 | =          |       |             |
| 25200110    | SODDING SALT TOLERANT | SQ YD           | 3,988.000 | =          |       |             |
| 25200200    | SUPPLE WATERING       | UNIT            | 60.000    | =          |       |             |
| 28000250    | TEMP EROS CONTR SEED  | POUND           | 170.000   | =          |       |             |
| 28000300    | TEMP DITCH CHECKS     | EACH            | 7.000     | =          |       |             |
| 28000400    | PERIMETER EROS BAR    | FOOT            | 2,495.000 | =          |       |             |
| 28000500    | INLET & PIPE PROTECT  | EACH            | 8.000     | =          |       |             |
| 28000510    | INLET FILTERS         | EACH            | 22.000    | =          |       |             |
| 35501316    | HMA BASE CSE 8        | SQ YD           | 7,153.000 | =          |       |             |
| 40600200    | BIT MATLS PR CT       | TON             | 7.000     | =          |       |             |
| 40600300    | AGG PR CT             | TON             | 16.000    | =          |       |             |
| 40600635    | LEV BIND MM N70       | TON             | 16.000    | =          |       |             |

FAU 5348  
 06-00160-02-WR (DEKALB)  
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 5  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                      |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| 40603085    | HMA BC IL-19.0 N70   | TON             | 1,073.000 | =          |       |             |     |
| 40603340    | HMA SC "D" N70       | TON             | 746.000   | =          |       |             |     |
| 40800050    | INCIDENTAL HMA SURF  | TON             | 50.000    | =          |       |             |     |
| 42001300    | PROTECTIVE COAT      | SQ YD           | 1,448.000 | =          |       |             |     |
| 42400200    | PC CONC SIDEWALK 5   | SQ FT           | 4,825.000 | =          |       |             |     |
| 42400800    | DETECTABLE WARNINGS  | SQ FT           | 8.000     | =          |       |             |     |
| 44000155    | HMA SURF REM 1 1/2   | SQ YD           | 49.000    | =          |       |             |     |
| 44000198    | HMA SURF REM VAR DP  | SQ YD           | 856.000   | =          |       |             |     |
| 44000500    | COMB CURB GUTTER REM | FOOT            | 20.000    | =          |       |             |     |
| 44000600    | SIDEWALK REM         | SQ FT           | 3,896.000 | =          |       |             |     |
| 44300300    | AREA REF CR CON TR A | SQ YD           | 1,192.000 | =          |       |             |     |
| 48100700    | AGGREGATE SHLDS A 8  | SQ YD           | 689.000   | =          |       |             |     |
| 48203037    | HMA SHOULDERS 10     | SQ YD           | 407.000   | =          |       |             |     |
| 54213657    | PRC FLAR END SEC 12  | EACH            | 2.000     | =          |       |             |     |
| 550A2320    | SS RG CL A 1 12      | FOOT            | 652.000   | =          |       |             |     |

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

ECMS002 DTGECM03 ECMR003 PAGE 6  
 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |
|-------------|----------------------|-----------------|-----------|------------|-------|-------------|
|             |                      |                 |           | DOLLARS    | CENTS |             |
| 550A2340    | SS RG CL A 1 18      | FOOT            | 30.000    | =          |       |             |
| 550A2520    | SS RG CL A 2 12      | FOOT            | 162.000   | =          |       |             |
| 550A2530    | SS RG CL A 2 15      | FOOT            | 96.000    | =          |       |             |
| 550A2540    | SS RG CL A 2 18      | FOOT            | 504.000   | =          |       |             |
| 550A2560    | SS RG CL A 2 24      | FOOT            | 100.000   | =          |       |             |
| 55100300    | STORM SEWER REM 8    | FOOT            | 35.000    | =          |       |             |
| 55100500    | STORM SEWER REM 12   | FOOT            | 140.000   | =          |       |             |
| 55101200    | STORM SEWER REM 24   | FOOT            | 100.000   | =          |       |             |
| 60107600    | PIPE UNDERDRAINS 4   | FOOT            | 1,050.000 | =          |       |             |
| 60107700    | PIPE UNDERDRAINS 6   | FOOT            | 100.000   | =          |       |             |
| 60202405    | CB TA 4 DIA          | EACH            | 3.000     | =          |       |             |
| 60205605    | CB TA 5 DIA          | EACH            | 2.000     | =          |       |             |
| 60213300    | CB SPEC              | EACH            | 13.000    | =          |       |             |
| 60220200    | MAN TA 4 DIA         | EACH            | 7.000     | =          |       |             |
| 60222900    | MAN TA 5 DIA         | EACH            | 1.000     | =          |       |             |

FAU 5348  
 06-00160-02-WR (DEKALB)  
 DEKALB

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

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 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE | CTS |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS |             |     |
| 60250200    | CB ADJUST             | EACH            | 1.000     | =          |       |             |     |
| 60252800    | CB RECONST            | EACH            | 2.000     | =          |       |             |     |
| 60265700    | VV ADJUST             | EACH            | 2.000     | =          |       |             |     |
| 60266100    | VV RECONST            | EACH            | 2.000     | =          |       |             |     |
| 60404950    | FR & GRATES T24       | EACH            | 6.000     | =          |       |             |     |
| 60405700    | FR & GRATES SPEC      | EACH            | 13.000    | =          |       |             |     |
| 60406000    | FR & LIDS T1 DL       | EACH            | 3.000     | =          |       |             |     |
| 60406100    | FR & LIDS T1 CL       | EACH            | 11.000    | =          |       |             |     |
| 60500040    | REMOV MANHOLES        | EACH            | 2.000     | =          |       |             |     |
| 60603800    | COMB CC&G TB6.12      | FOOT            | 1,025.000 | =          |       |             |     |
| 60605000    | COMB CC&G TB6.24      | FOOT            | 1,970.000 | =          |       |             |     |
| 60618200    | BIT MEDIAN SURF       | SQ FT           | 1,084.000 | =          |       |             |     |
| 67100100    | MOBILIZATION          | L SUM           | 1.000     | =          |       |             |     |
| 70101800    | TRAF CONT & PROT SPL  | L SUM           | 1.000     | =          |       |             |     |
| 70106800    | CHANGEABLE MESSAGE SN | CAL MD          | 2.000     | =          |       |             |     |

FAU 5348  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 87335

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 RUN DATE - 03/22/07  
 RUN TIME - 074552

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY   | UNIT PRICE |       | TOTAL PRICE |
|-------------|-----------------------|-----------------|------------|------------|-------|-------------|
|             |                       |                 |            | DOLLARS    | CENTS |             |
| 70300100    | SHORT-TERM PAVT MKING | FOOT            | 600.000    | =          |       |             |
| 70300220    | TEMP PVT MK LINE 4    | FOOT            | 19,660.000 | =          |       |             |
| 70300520    | PAVT MARK TAPE T3 4   | FOOT            | 1,000.000  | =          |       |             |
| 72000100    | SIGN PANEL T1         | SQ FT           | 41.000     | =          |       |             |
| 72900100    | METAL POST TY A       | FOOT            | 116.000    | =          |       |             |
| 72900200    | METAL POST TY B       | FOOT            | 13.000     | =          |       |             |
| 78000100    | THPL PVT MK LTR & SYM | SQ FT           | 141.000    | =          |       |             |
| 78000200    | THPL PVT MK LINE 4    | FOOT            | 8,372.000  | =          |       |             |
| 78000500    | THPL PVT MK LINE 8    | FOOT            | 739.000    | =          |       |             |
| 78000600    | THPL PVT MK LINE 12   | FOOT            | 264.000    | =          |       |             |
| 78000650    | THPL PVT MK LINE 24   | FOOT            | 16.000     | =          |       |             |
| 78100100    | RAISED REFL PAVT MKR  | EACH            | 166.000    | =          |       |             |
| 78300100    | PAVT MARKING REMOVAL  | SQ FT           | 5,350.000  | =          |       |             |
| 78300200    | RAISED REF PVT MK REM | EACH            | 20.000     | =          |       |             |

TOTAL \$

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

FAU 5348  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## RETURN WITH BID

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

### **D. Negotiations**

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

### **E. Inducements**

1. The Illinois Procurement Code provides:

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

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

### **F. Revolving Door Prohibition**

1. The Illinois Procurement Code provides:

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

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

### **G. Reporting Anticompetitive Practices**

1. The Illinois Procurement Code provides:

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

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

### **H. Confidentiality**

1. The Illinois Procurement Code provides:

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

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

## RETURN WITH BID

### **I. Insider Information**

1. The Illinois Procurement Act provides:

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

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

### **III. CERTIFICATIONS**

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

#### **B. Bribery**

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

#### **C. Educational Loan**

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

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

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

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

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

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

## RETURN WITH BID

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

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

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

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

### **E. International Anti-Boycott**

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

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

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

### **F. Drug Free Workplace**

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

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

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

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

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

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

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

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

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

**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

**H. Sarbanes-Oxley Act of 2002**

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

**I. Addenda**

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

**J. Section 42 of the Environmental Protection Act**

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

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

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

**NA - FEDERAL**

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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.

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

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

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

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

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

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

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

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

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

#### **C. Disclosure Form Instructions**

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

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

### CERTIFICATION STATEMENT

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

\_\_\_\_\_  
(Bidding Company)

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

\_\_\_\_\_  
Date

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

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

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

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

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

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

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

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

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

**D. Bidders Submitting More Than One Bid**

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

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

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RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

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

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

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

**RETURN WITH BID/OFFER**

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

---

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

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

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

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

---

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

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

---

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

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

---

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

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

---

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

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

---

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

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

**RETURN WITH BID/OFFER**

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

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

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

**APPLICABLE STATEMENT**

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

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

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

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

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_  
Name of Authorized Representative (type or print)

\_\_\_\_\_  
Title of Authorized Representative (type or print)

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

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

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

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

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

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

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

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

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

**THE FOLLOWING STATEMENT MUST BE SIGNED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



**RETURN WITH BID**

**Contract No. 87335  
DEKALB County  
Section 06-00160-02-WR (DeKalb)  
Project HPP-2295(2)  
Route FAU 5348 (Annie Glidden Rd.)  
District 3 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. 87335  
DEKALB County  
Section 06-00160-02-WR (DeKalb)  
Project HPP-2295(2)  
Route FAU 5348 (Annie Glidden Rd.)  
District 3 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest \_\_\_\_\_  
Signature \_\_\_\_\_  
Business Address \_\_\_\_\_

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

# PROPOSAL ENVELOPE



## PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
|          |          |          |
|          |          |          |
|          |          |          |
|          |          |          |

Submitted By:

|           |
|-----------|
| Name:     |
| Address:  |
|           |
|           |
| Phone No. |

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 87335**  
**DEKALB County**  
**Section 06-00160-02-WR (DeKalb)**  
**Project HPP-2295(2)**  
**Route FAU 5348 (Annie Glidden Rd.)**  
**District 3 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 27, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 87335  
DEKALB County  
Section 06-00160-02-WR (DeKalb)  
Project HPP-2295(2)  
Route FAU 5348 (Annie Glidden Rd.)  
District 3 Construction Funds**

**0.27 mile full depth HMA reconstruction and widening of Annie Glidden Road from Highpointe Drive to Bellevue Drive in Dekalb including curb and gutter and storm sewer to accommodate a four lane facility.**

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

By Order of the  
Illinois Department of Transportation

Milton R. Sees, Acting Secretary

BD 351 (Rev. 01/2003)

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

| <u>CHECK SHEET #</u> |  | <u>PAGE NO.</u> |
|----------------------|--|-----------------|
| 1                    | X Additional State Requirements For Federal-Aid Construction Contracts<br>(Eff. 2-1-69) (Rev. 1-1-07).....                   | 1               |
| 2                    | X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....  | 3               |
| 3                    | X EEO (Eff. 7-21-78) (Rev. 11-18-80) .....   | 4               |
| 4                    | Specific Equal Employment Opportunity Responsibilities<br>Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....       | 14              |
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| LR SD 12   | "Slab Movement Detection Device" (Eff. 11/1/84) (Rev. 1/1/07)  |               |
| LR SD 13   | "Required Cold Milled Surface Texture" (Eff. 11/1/87) (Rev. 1/1/07)  |               |
| LR SD 630  | "Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to continue to use 27" guardrail with 6 inch blockouts.  |               |
| LR SD 631  | "Traffic Barrier Terminals" (Rev. 2/1/07). Developed to keep Traffic Barrier Terminals Type 1, 2 & 5A as an option for local agencies to use with 27" guardrail with 6 inch blockouts.   |               |
| LR SD 633  | "Remove and Reerect Steel Plate Beam Guardrail" (Eff. 2/1/07). Developed to allow local agencies to replace 27" guardrail with 6 inch blockouts.   |               |
| LR 102     | "Protests on Local Lettings" (Eff. 1/1/07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code.  |               |
| LR 105     | "Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop.  |               |
| LR 107-1   | "Nationwide Permit No. 14" (Eff. 2/1/04) (Rev. 3/1/05). Developed to outline the necessary requirements to comply with No. 14 permits.   |               |
| LR 107-2   | "Railroad Protective Liability Insurance for Local Lettings" (Eff. 3/1/05) (Rev 1/1/06). Developed to require insurance policies to be submitted to the letting agency rather than the department.   |               |
| LR 107-3   | "Disadvantaged Business Enterprise Participation" (Eff. 1/1/07). Developed to require DBE utilization plans to be submitted to the local agency.   |               |
| LR 107-4   | "Insurance" (Eff. 2/1/07). Developed based on recommendations from IACE Policy Committee to ensure local agencies are indemnified when their projects are on the state letting.  |               |
| LR 108     | "Combination Bids (Eff. 1/1/94) (Rev. 3/1/05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103.  |               |
| LR 212     | "Shaping Roadway" (Eff. 8/1/69) (Rev. 1/1/02).   |               |
| LR 355-1   | "Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10/1/73) (Rev. 1/1/07)   |               |
| LR 355-2   | "Asphalt Stabilized Base Course, Plant Mix" (Eff. 2/20/63) (Rev. 1/1/07)   |               |
| LR 400     | "Bituminous Treated Earth Surface (Eff. 1/1/07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.   |               |
| LR 402     | "Salt Stabilized Surface Course" (Eff. 2/20/63) (Rev. 1/1/07)  |               |
| LR 403-2   | Bituminous Hot Mix Sand Seal Coat" (Eff. 8/1/69) (Rev. 1/1/07)   |               |
| LR 420     | "PCC Pavement (Special)" (Eff. 5/12/64) (Rev. 1/1/07). Developed to allow local agencies to construct quality PCC pavements for low volume roads.  |               |
| LR 442     | "Bituminous Patching Mixtures for Maintenance Use" (Eff 1/1/04) (Rev. 2/1/07). Developed to reference approved bituminous patching mixtures.   |               |
| LR 451     | "Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10/1/91) (Rev. 1/1/07)  |               |
| LR 503-1   | "Furnishing Class SI Concrete" (Eff. 10/1/73) (Rev. 1/1/02)  |               |
| LR 503-2   | "Furnishing Class SI Concrete (Short Load)" (Eff. 1/1/89) (Rev. 1/1/02). Developed to allow a load charge to be added when short loads are expected during the contract.   |               |
| LR 542     | "Pipe Culverts, Type ____ (Furnished)" (Eff. 9/1/64) (Rev. 1/1/07)   |               |
| LR 663     | "Calcium Chloride Applied".(Eff. 6/1/58) (Rev. 1/1/07)   |               |
| LR 702     | "Construction and Maintenance Signs" (Eff 1/1/04) (Rev 1/1/07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.  |               |
| LR 1004    | "Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1/1/02) (Rev 1/1/07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt. |               |
| LR 1013    | "Rock Salt (Sodium Chloride)" (Eff. 8/1/69) (Rev. 1/1/02)  |               |
| LR 1032-1  | "Penetrating Emulsions" (Eff. 1/1/07) (Rev. 2/1/07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision.   |               |
| LR 1032-2  | "Multigrade Cold Mix Asphalt" (Eff. 1/1/07) (Rev. 2/1/07). Developed to provide the material specification for Multigrade cold mix asphalt.  |               |
| LR 1102    | "Road Mix or Traveling Plan Mix Equipment" (Eff. 1/1/07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications.   |               |

**BDE SPECIAL PROVISIONS**  
For the April 27 and June 15, 2007 Lettings

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

| <u>File Name</u> | <u>Pg#</u> | <u>Special Provision Title</u>  | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|------------------|----------------|
| 80099            |            | Accessible Pedestrian Signals (APS)   | April 1, 2003    | Jan. 1, 2007   |
| 80108            |            | Asbestos Bearing Pad Removal  | Nov. 1, 2003     |                |
| 72541            |            | Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal<br>(NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".) | June 1, 1989     | Jan. 2, 2007   |
| * 80173          |            | Bituminous Materials Cost Adjustments   | Nov. 2, 2006     | Jan. 2, 2007   |
| 50261            |            | Building Removal-Case I (Non-Friable and Friable Asbestos)  | Sept. 1, 1990    | Jan. 1, 2007   |
| 50481            |            | Building Removal-Case II (Non-Friable Asbestos)   | Sept. 1, 1990    | Jan. 1, 2007   |
| 50491            |            | Building Removal-Case III (Friable Asbestos)  | Sept. 1, 1990    | Jan. 1, 2007   |
| 50531            |            | Building Removal-Case IV (No Asbestos)  | Sept. 1, 1990    | Jan. 1, 2007   |
| 80166            | 59         | X Cement  | Jan. 1, 2007     |                |
| * 80177          |            | Digital Terrain Modeling for Earthwork Calculations   | April 1, 2007    |                |
| 80029            | 62         | X Disadvantaged Business Enterprise Participation   | Sept. 1, 2000    | Jan. 1, 2007   |
| * 80178          | 69a        | X Dowel Bars  | April 1, 2007    |                |
| 80167            |            | Electrical Service Installation – Traffic Signals   | Jan. 1, 2007     |                |
| * 80179          |            | Engineer's Field Office Type A  | April 1, 2007    |                |
| * 80175          |            | Epoxy Pavement Markings   | Jan. 1, 2007     |                |
| * 80180          | 70         | X Erosion and Sediment Control Deficiency Deduction   | April 1, 2007    |                |
| * 80168          | 71         | X Errata for the 2007 Standard Specifications   | Jan. 1, 2007     | April 1, 2007  |
| 80169            |            | High Tension Cable Median Barrier   | Jan. 1, 2007     |                |
| 80142            | 73         | X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine<br>(NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)  | Jan. 1, 2005     | Jan. 1, 2007   |
| * 80181          |            | Hot-Mix Asphalt – Field Voids in the Mineral Aggregate  | April 1, 2007    |                |
| * 80136          |            | Hot-Mix Asphalt Mixture IL-4-75<br>(NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4-75".)   | Nov. 1, 2004     | April 1, 2007  |
| 80109            |            | Impact Attenuators  | Nov. 1, 2003     | Jan. 1, 2007   |
| 80110            |            | Impact Attenuators, Temporary   | Nov. 1, 2003     | Jan. 1, 2007   |
| 80045            |            | Material Transfer Device  | June 15, 1999    | Jan. 1, 2007   |
| 80165            |            | Moisture Cured Urethane Paint System  | Nov. 1, 2006     | Jan. 1, 2007   |
| 80082            | 74         | X Multilane Pavement Patching   | Nov. 1, 2002     |                |
| 80129            |            | Notched Wedge Longitudinal Joint  | July 1, 2004     | Jan. 1, 2007   |
| * 80182          |            | Notification of Reduced Width   | April 1, 2007    |                |
| 80069            |            | Organic Zinc-Rich Paint System  | Nov. 1, 2001     | Jan. 1, 2007   |
| 80022            | 75         | X Payments to Subcontractors  | June 1, 2000     | Jan. 1, 2006   |
| 80148            | 77         | X Planting Woody Plants   | Jan. 1, 2006     |                |
| 80134            |            | Plastic Blockouts for Guardrail   | Nov. 1, 2004     | Jan. 1, 2007   |
| 80119            |            | Polyurea Pavement Marking   | April 1, 2004    | Jan. 1, 2007   |
| 80170            |            | Portland Cement Concrete Plants   | Jan. 1, 2007     |                |
| 80171            | 78         | X Precast Handling Holes  | Jan. 1, 2007     |                |
| 80015            |            | Public Convenience and Safety   | Jan. 1, 2000     |                |
| 34261            |            | Railroad Protective Liability Insurance   | Dec. 1, 1986     | Jan. 1, 2006   |
| 80157            |            | Railroad Protective Liability Insurance (5 and 10)  | Jan. 1, 2006     |                |
| * 80172          | 80         | X Reclaimed Asphalt Pavement (RAP)  | Jan. 1, 2007     | April 1, 2007  |

| File Name | Pg# |   | Special Provision Title  | Effective     | Revised       |
|-----------|-----|---|--|---------------|---------------|
| 80160     | 86  | X | Reflective Crack Control Treatment   | April 1, 2006 | Jan. 1, 2007  |
| * 80183   | 88A | X | Reflective Sheeting on Channelizing Devices  | April 1, 2007 |               |
| 80151     | 89  | X | Reinforcement Bars   | Nov. 1, 2005  | Jan. 1, 2007  |
| 80164     |     |   | Removal and Disposal of Regulated Substances   | Aug. 1, 2006  | Jan. 1, 2007  |
| * 80184   |     |   | Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs         | April 1, 2007 |               |
| 80131     | 91  | X | Seeding<br>(NOTE: This special provision was previously named "Seeding and Sodding".)                    | July 1, 2004  | Jan. 1, 2007  |
| 80152     | 93  | X | Self-Consolidating Concrete for Cast-In-Place Construction   | Nov. 1, 2005  | Jan. 1, 2007  |
| 80132     | 98  | X | Self-Consolidating Concrete for Precast Products   | July 1, 2004  | Jan. 1, 2007  |
| * 80127   | 100 | X | Steel Cost Adjustment  | April 2, 2004 | April 1, 2007 |
| 80153     |     |   | Steel Plate Beam Guardrail   | Nov. 1, 2005  | Jan. 1, 2007  |
| 80143     | 104 | X | Subcontractor Mobilization Payments  | April 2, 2005 |               |
| 80075     |     |   | Surface Testing of Pavements   | April 1, 2002 | Jan. 1, 2007  |
| 80087     | 105 | X | Temporary Erosion Control  | Nov. 1, 2002  | Jan. 1, 2007  |
| * 80176   | 106 | X | Thermoplastic Pavement Markings  | Jan. 1, 2007  |               |
| 80161     |     |   | Traffic Signal Grounding   | April 1, 2006 | Jan. 1, 2007  |
| 20338     | 108 | X | Training Special Provisions  | Oct. 15, 1975 |               |
| 80154     |     |   | Turf Reinforcement Mat   | Nov. 1, 2005  | Jan. 1, 2007  |
| * 80185   |     |   | Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and Translucent Overlay Film for Highway Signs | April 1, 2007 |               |
| 80162     |     |   | Uninterruptable Power Supply (UPS)   | April 1, 2006 | Jan. 1, 2007  |
| 80149     |     |   | Variable Spaced Tining   | Aug. 1, 2005  | Jan. 1, 2007  |
| 80163     | 111 | X | Water Blaster with Vacuum Recovery   | April 1, 2006 | Jan. 1, 2007  |
| 80071     |     |   | Working Days   | Jan. 1, 2002  |               |

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

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

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

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

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

| File Name | Special Provision Title   | New Location                                    | Effective     | Revised       |
|-----------|---|---|---------------|---------------|
| 80156     | Aggregate Shipping Tickets  | Articles 1003.01(f),<br>1004.01(f) & 1005.01(d) | Jan. 1, 2006  |               |
| 80128     | Authority of Railroad Engineer  | Article 105.02                                  | July 1, 2004  |               |
| 80065     | Bituminous Base Course/Widening Superpave                             | Sections 355, 356, 1030 &<br>1102               | April 1, 2002 | Aug. 1, 2005  |
| 80050     | Bituminous Concrete Surface Course                                    | Article 406.13(b)                               | April 1, 2001 | April 1, 2003 |
| 80066     | Bridge Deck Construction  | Sections 503, 1004, 1020<br>& 1103              | April 1, 2002 | April 1, 2004 |
| 80118     | Butt Joints   | Article 406.08                                  | April 1, 2004 | April 1, 2005 |
| 80031     | Calcium Chloride Accelerator for Portland Cement<br>Concrete Patching | Recurring # 28                                  | Jan. 1, 2001  |               |

| <u>File Name</u> | <u>Special Provision Title</u>                             | <u>New Location</u>                              | <u>Effective</u> | <u>Revised</u> |
|------------------|--|--|------------------|----------------|
| 80077            | Chair Supports   | Article 421.04(a)                                | Nov. 1, 2002     | Nov. 2, 2002   |
| 80051            | Coarse Aggregate for Trench Backfill, Backfill and Bedding | Sections 208, 542, 550, 1003 & 1004              | April 1, 2001    | Nov. 1, 2003   |
| 80094            | Concrete Admixtures  | Article 1020.05(b) & Section 1021                | Jan. 1, 2003     | July 1, 2004   |
| 80112            | Concrete Barrier   | Section 637                                      | Jan. 1, 2004     | April 2, 2004  |
| 80102            | Corrugated Metal Pipe Culverts                             | Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)   | Aug. 1, 2003     | July 1, 2004   |
| 80114            | Curing and Protection of Concrete Construction             | Sections 503, 1020 & 1022                        | Jan. 1, 2004     | Nov. 1, 2005   |
| 80146            | Detectable Warnings  | Section 424                                      | Aug. 1, 2005     |                |
| 80144            | Elastomeric Bearings                                       | Section 1083                                     | April 1, 2005    |                |
| 31578            | Epoxy Coating on Reinforcement                             | Sections 420, 483 & 606                          | April 1, 1997    | Jan. 1, 2003   |
| 80041            | Epoxy Pavement Marking                                     | Article 1095.04                                  | Jan. 1, 2001     | Aug. 1, 2003   |
| 80055            | Erosion and Sediment Control Deficiency Deduction          | Article 105.03(a)                                | Aug. 1, 2001     | Nov. 1, 2001   |
| 80103            | Expansion Joints   | Article 420.05(d)                                | Aug. 1, 2003     |                |
| 80101            | Flagger Vests  | Article 701.13                                   | April 1, 2003    | Jan. 1, 2006   |
| 80079            | Freeze-Thaw Rating   | Article 1004.02(f)                               | Nov. 1, 2002     |                |
| 80072            | Furnished Excavation                                       | Section 204                                      | Aug. 1, 2002     | Nov. 1, 2004   |
| 80054            | Hand Vibrator  | Article 1103.17(a)                               | Nov. 1, 2003     |                |
| 80147            | Illuminated Sign   | Sections 801, 891 & 1084                         | Aug. 1, 2005     |                |
| 80104            | Inlet Filters  | Section 280 & Article 1081.15(h)                 | Aug. 1, 2003     |                |
| 80080            | Insertion Lining of Pipe Culverts                          | Section 543 & Article 1040.04                    | Nov. 1, 2002     | Aug. 1, 2003   |
| 80150            | Light Emitting Diode (LED) Pedestrian Signal Head          | Sections 801, 881, & 1078                        | Nov. 1, 2005     | April 1, 2006  |
| 80067            | Light Emitting Diode (LED) Signal Head                     | Sections 801, 880 & 1078                         | April 1, 2002    | Nov. 1, 2005   |
| 80081            | Lime Gradation Requirements                                | Article 1012.03                                  | Nov. 1, 2002     |                |
| 80133            | Lime Stabilized Soil Mixture                               | Section 310                                      | Nov. 1, 2004     | April 1, 2006  |
| 80158            | Manholes   | Article 1042.10                                  | April 1, 2006    |                |
| 80137            | Minimum Lane Width with Lane Closure                       | Article 701.06                                   | Jan. 1, 2005     |                |
| 80138            | Mulching Seeded Areas                                      | Section 251 & Article 1081.06(a)(4)              | Jan. 1, 2005     |                |
| 80116            | Partial Payments   | Article 109.07                                   | Sept. 1, 2003    |                |
| 80013            | Pavement and Shoulder Resurfacing                          | Recurring # 14                                   | Feb. 1, 2000     | July 1, 2004   |
| 53600            | Pavement Thickness Determination for Payment               | Articles 407.03, 407.10, 420.03, 420.15 & 421.04 | April 1, 1999    | Jan. 1, 2004   |
| 80155            | Payrolls and Payroll Records                               | Recurring #1 & #5                                | Aug. 10, 2005    |                |
| 80130            | Personal Protective Equipment                              | Article 701.12                                   | July 1, 2004     |                |
| 80073            | Polymer Modified Emulsified Asphalt                        | Article 1032.06                                  | Nov. 1, 2002     |                |
| 80124            | Portable Changeable Message Signs                          | Articles 701.15(j), 701.20(h) & 1106.02(j)       | Nov. 1, 1993     | April 2, 2004  |
| 80083            | Portland Cement Concrete                                   | Articles 1103.01 & 1103.02                       | Nov. 1, 2002     |                |
| 80036            | Portland Cement Concrete Patching                          | Sections 442, 701, 1013 & 1020                   | Jan. 1, 2001     | Jan. 1, 2004   |
| 419              | Precast Concrete Products                                  | Sections 540, 1020 & 1042                        | July 1, 1999     | Nov. 1, 2004   |
| 80084            | Preformed Recycled Rubber Joint Filler                     | Articles 503.02, 637.02 & 1051.10                | Nov. 1, 2002     |                |
| 80121            | PVC Pipeliner  | Recurring # 18                                   | April 1, 2004    | April 1, 2005  |
| 80159            | Railroad Flaggers  | Article 107.12                                   | April 1, 2006    |                |
| 80122            | Railroad, Full-Actuated Controller and Cabinet             | Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e. | April 1, 2004    |                |
| 80105            | Raised Reflective Pavement Markers (Bridge)                | Articles 781.03(a), 781.05 & 1096.01(b)          | Aug. 1, 2003     |                |

| <u>File Name</u> | <u>Special Provision Title</u>   | <u>New Location</u>            | <u>Effective</u> | <u>Revised</u> |
|------------------|--|--------------------------------|------------------|----------------|
| 80011            | RAP for Use in Bituminous Concrete Mixtures                                  | Sections 1030 & 1031           | Jan. 1, 2000     | April 1, 2002  |
| 80032            | Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals | Section 633                    | Jan. 1, 2001     | Jan. 1, 2005   |
| 80085            | Sealing Abandoned Water Wells  | Section 672                    | Nov. 1, 2002     |                |
| 80096            | Shoulder Rumble Strips   | Section 642                    | Jan. 1, 2003     |                |
| 80140            | Shoulder Stabilization at Guardrail  | Article 630.06                 | Jan. 1, 2005     |                |
| 80135            | Soil Modification  | Section 302                    | Nov. 1, 2004     | April 1, 2006  |
| 80070            | Stabilized Subbase and Bituminous Shoulders Superpave                        | Sections 312, 482, 1030 & 1102 | April 1, 2002    | Aug. 1, 2005   |
| 80086            | Subgrade Preparation   | Section 301                    | Nov. 1, 2002     |                |
| 80010            | Superpave Bituminous Concrete Mixtures                                       | Sections 406, 407 & 1030       | Jan. 1, 2000     | April 1, 2004  |
| 80039            | Superpave Bituminous Concrete Mixtures (Low ESAL)                            | Sections 406, 407 & 1030       | Jan. 1, 2001     | April 1, 2004  |
| 80092            | Temporary Concrete Barrier   | Section 704                    | Oct. 1, 2002     | Nov. 1, 2003   |
| 80008            | Temporary Module Glare Screen System   | Recurring # 22                 | Jan. 1, 2000     |                |
| 80106            | Temporary Portable Bridge Traffic Signals                                    | Recurring # 23                 | Aug. 1, 2003     |                |
| 80098            | Traffic Barrier Terminals  | Section 631                    | Jan. 1, 2003     |                |
| 57291            | Traffic Control Deficiency Deduction   | Article 105.03(b)              | April 1, 1992    | Jan. 1, 2005   |
| 80107            | Transient Voltage Surge Suppression  | Article 1074.03(a)(4)          | Aug. 1, 2003     |                |
| 80123            | Truck Bed Release Agent  | Article 1030.08                | April 1, 2004    |                |
| 80048            | Weight Control Deficiency Deduction  | Article 109.01                 | April 1, 2001    | Aug. 1, 2002   |
| 80090            | Work Zone Public Information Signs   | Recurring # 24                 | Sept. 1, 2002    | Jan. 1, 2005   |
| 80125            | Work Zone Speed Limit Signs  | Article 701.14(b)              | April 2, 2004    | Jan. 1, 2006   |
| 80126            | Work Zone Traffic Control  | Articles 701.19 & 701.20       | April 2, 2004    | Nov. 1, 2005   |
| 80097            | Work Zone Traffic Control Devices  | Section 701 & Article 1106.02  | Jan. 1, 2003     | Nov. 1, 2004   |

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

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

**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 *Illinois Manual on Uniform Traffic Control Devices for Streets and Highways*; and the *Manual of Test Procedures for Materials* in effect on the date of invitation for bids; the latest edition of the *Standard Specifications for Water and Sewer Main Construction in Illinois*; the Illinois Urban Manual; and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAU Route 5348 (Annie Glidden Road), Section 06-00160-02-WR, City of DeKalb, 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 IMPROVEMENT**

This improvement is located on FAU Route 5348 (Annie Glidden Road) from Highpointe Drive to Bellevue Drive, for a total distance of 1,440 feet, within the City of DeKalb, DeKalb County, Illinois.

**DESCRIPTION OF PROJECT**

This improvement consists of full-depth asphalt pavement reconstruction, full-depth asphalt widening and resurfacing, asphalt multi-use path, sidewalk, curb and gutter, storm sewer, pavement marking, landscaping, segmental concrete block wall, vinyl fence, and other appurtenant work necessary to complete the project in accordance with the plans, Standard Specifications, and these Special Provisions.

**COMPLETION DATES PLUS GUARANTEED WORKING DAYS**

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

A completion date has been set for this contract as noted below. Should the Contractor fail to complete the work on or before the completion date stipulated or within such extended time as may have been allowed, liquidated damages as stated in Article 108.09 of the Standard Specifications shall be assessed.

Completion Date ..... May 31, 2008

The Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 p.m. on May 31, 2008, except as specified herein.

The Contractor will be allowed to complete punch list items within **10** guaranteed working days after the completion date for opening the roadway to traffic. The Engineer may direct that certain items of work not affecting the safe opening of the roadway to traffic may be completed within the guaranteed working days allowed for punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 of the Standard Specifications shall apply to both the completion dates and the number of working days.

### **EXISTING UTILITIES**

Existing utilities are shown on the plans according to information obtained from utility companies, the City, and surveys. The Engineer does not guarantee the accuracy or completeness of this information. Pre-final plans were submitted to the utility companies on November 8, 2006.

The Contractor shall be aware of the location of all utilities and structures in the project area. The Contractor shall conduct construction operations to avoid damage to the above-mentioned utilities or structures.

Should any damage to utilities occur due to the Contractor's negligence, the Contractor shall be responsible for making all repairs in a manner acceptable to the Engineer. All costs associated with making the repairs shall be the responsibility of the Contractor.

The Contractor shall notify all utility owners of the proposed construction schedule and shall coordinate construction operations with the utility owners so that relocation of utility lines and structures can proceed in an orderly manner. Notification shall be in writing with copies transmitted to the Engineer. The Contractor shall be responsible for obtaining from each utility company the working schedule for adjusting or relocating their respective facilities. Articles 105.07 and 107.31 of the Standard Specifications, and the Special Provision for Cooperation with Utilities shall apply.

|                    | <b>Contact</b>   | <b>Status</b>  |
|--------------------|--|--|
| ELECTRIC           | Commonwealth Edison Company<br>Mr. Mike Lennox<br>123 Energy Avenue<br>Rockford, IL 61109<br>(815) 490-2869            | 12 kV underground/conduit east<br>parkway<br>No overhead |
| CABLE TV           | Comcast Corporation<br>Mr. Cornelio De LaCerde<br>1575 Rohlwing Road<br>Rolling Meadows, IL 60008<br>(847) 725-6747    |  |
| GAS                | Nicor Gas<br>Mr. Scott Stogsdill<br>1844 Ferry Road<br>Naperville, IL 60563<br>(630) 983-8676                          | 4" gas main east parkway                                 |
| TELEPHONE          | Verizon<br>Mr. Joel Plapp<br>112 West Elm Street<br>Sycamore, IL 60178<br>(815) 895-1415                               | Underground east parkway                                 |
| FIBER OPTIC        | Lightcore<br>Mr. Robert Sampson<br>14567 North Outer Forty Road, Suite 500<br>Chesterfield, MO 63017<br>(314) 880-1632 | No facilities within project limits                      |
| DEKALB FIBER OPTIC | Mi-tech Services<br>Mr. Jon T. Gruber<br>1700 Industrial Drive<br>Green Bay, WI 54302<br>(920) 465-8018                |  |

|          |  |  |
|----------|--|--|
| SANITARY | DeKalb Sanitary District<br>Mr. Michael Zima<br>303 Hollister Avenue<br>DeKalb, IL 60115<br>(815) 758-3513 | 10" sanitary sewer crossing will<br>be lined |
| WATER    | City of DeKalb<br>Mr. Bryan Faivre<br>1216 Market Street<br>DeKalb, IL 60115<br>(815) 748-2050             | 16" water main west parkway                  |

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's attention is directed to the fact that there exists within the State of Illinois a Joint Utility Locating Information for Excavators (JULIE) system. All utility companies and municipalities which have gas mains and a number of others are a part of this system.

Instead of notifying each individual utility owner that he will be working in the area, the Contractor can call the JULIE system at (800) 892-0123, and they will notify all utility companies involved that their respective utility should be located. A minimum of 48 hours' advance notice is required, and the Contractor will have to provide the political name of the township where the work is located (as shown on the cover sheet), along with other location information such as land section and quarter section numbers.

#### **PAVEMENT MARKING PAINT**

In addition to the requirements of Article 105.09 of the Standard Specifications, the Contractor shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the Engineer. The Contractor and subcontractors shall only use these same colors for their own markings, therefore, **not** using JULIE utility colors.

#### **CONSTRUCTION SAFETY AND HEALTH STANDARDS**

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

#### **PUBLIC SAFETY AND CONVENIENCE**

The Contractor shall maintain entrances along the proposed improvement. Interference with traffic movements and inconvenience to owners of abutting property and the public shall be kept to a minimum. Any delays or inconveniences caused by the Contractor by complying with these requirements shall be considered as included in the contract, and no additional compensation will be allowed.

Contractors shall plan their work so that there will be no open holes in the pavement and that all barricades will be removed from the roadway during non-working hours, except where required for public safety.

#### **MAINTENANCE OF ROADWAY**

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

The work involved in maintaining the existing pavement and shoulders as specified above will be paid for separately at the respective contract unit prices for the various items of work involved unless specified elsewhere in these Special Provisions. Traffic control and protection required for this work shall be paid for as specified in these Special Provisions.

If no such items of work have been provided for in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for as extra work, in accordance with Article 109.04 of the Standard Specifications.

#### **PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION**

All existing drainage structures are to be kept free of debris resulting from construction operations. All work and material necessary to prevent accumulation of debris in the drainage structures will be considered as included in the contract. Any debris in the drainage structures resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed. 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.

During construction, if the Contractor's forces encounter or otherwise becomes aware of any sewers, underdrains, or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer shall direct the work necessary to maintain or replace the facilities in service, and to protect them from damage during construction if maintained. Existing facilities to be maintained that are damaged because of non-compliance with this provision shall be replaced at the Contractor's own expense. Should the Engineer have directed the replacement of a facility, the necessary work and payment shall be done in accordance with Sections 550 and 601 and Article 104.02 respectively of the Standard Specifications.

#### **KEEPING ROADS OPEN TO TRAFFIC**

All roads shall remain open to traffic, except as provided for in the contract or as directed by the Engineer.

One through lane of traffic in each direction shall be maintained on Annie Glidden Road throughout construction, unless otherwise approved by the City and upon the recommendation of the Engineer.

If approved, the Contractor may reduce traffic to one lane due to construction only between the hours of 9:00 a.m. and 3:00 p.m. and per the Engineer's approval. The Contractor shall maintain two-way traffic during these restricted hours with the use of signs and flagmen as shown on the traffic control standards.

All lanes of traffic in each direction shall be maintained all evenings between 3:00 p.m. and 9:00 a.m. and all day if no construction activities are being carried out. These restricted lane closure time provisions may be waived at the Engineer's discretion.

#### **PROTECTION AND RESTORATION OF TRAFFIC SIGNS**

Prior to the beginning of construction operations, the Contractor will be provided a sign log of all existing signs within the limits of the construction zone. The Contractor is responsible for verifying the accuracy of the sign log. Throughout the duration of this project, all existing traffic signs shall be maintained by the Contractor. All provisions of Article 107.25 of the Standard Specifications shall apply except the third paragraph shall be revised to read: "The Contractor shall furnish and replace at his own expense any traffic sign or post which, as determined by the Engineer from the sign log, has been damaged or lost by the Contractor or a third party."

If, during construction, the Engineer determines that any signs or posts are deficient not due to the Contractor's negligence, the City of DeKalb will furnish new signs and/or posts to the Contractor to replace those determined to be deficient.

This work shall apply to informational signs as well as traffic signs.

All signs removed shall be reinstalled 16 to 18 feet off the edge of pavement where possible. In curb sections, this will vary and will be determined by the City of DeKalb.

All single-sign installations shall be installed with the bottom of the sign five (5) feet above edge of pavement in rural districts, and seven (7) feet above the edge of pavement in business, commercial or residential districts. On installations having two or more signs, the bottom of the lowest sign shall be four (4) feet above edge of pavement.

All signs replaced will be erected using new metal posts. They are to be driven into solid ground using pneumatic driver. This work will not be paid for separately but shall be considered included in the contract.

### **PROTECTION OF TREES**

Extra care shall be exercised when operating equipment around trees or shrubs, including protecting the tree trunks, branches, and roots from damage. All pruning, protection, and replacement in accordance with Section 201 of the Standard Specifications will not be paid for separately but shall be included in the contract.

### **EARTH EXCAVATION**

This work shall be in accordance with Section 202 of the Standard Specifications insofar as applicable and the following provisions.

This work shall include removal of any existing bituminous pavement shown on the plans and cross sections or as directed by the Engineer.

All excess excavated soil not used as embankment, backfill, or topsoil shall be disposed of at off-site locations provided by the Contractor or taken to a location designated by the Engineer. Overhaul will not be paid for but shall be included in the unit price per cubic yard for Earth Excavation.

Embankment shall not be paid for separately but shall be included in the cost of Earth Excavation.

Excavation for the roadway has been computed on the basis of cut and fill to the subgrade of the proposed topsoil from existing pre-construction conditions. Excavation or embankment required for temporary pavement will be included in the item Temporary Pavement.

Payment shall be based on actual volume of excavation completed without an adjustment in unit price due to an increase or decrease in plan quantity.

Earth excavation to be used as embankment may require a reduction in moisture content that typically can be achieved by spreading the material in a single lift and aerating with a continuous discing operation. All embankments shall not contain more than 110 percent of the optimum moisture determined according to AASHTO T 99 (Method C). The geotechnical report is on file with the Engineer.

It is the intent of the contract to use on-site excavated material for embankment throughout the improvement.

Earth moved more than once due to construction staging and/or procedures selected by the Contractor will not be paid for separately but shall be considered included in the cost of Earth Excavation.

**REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**

This work shall be in accordance with Section 202 of the Standard Specifications insofar as applicable and the following provisions.

Soft, unstable soils of varying depths may exist at locations within the roadway reconstruction sections which will require removal and replacement with Porous Granular Embankment, Special as shown on the typical sections and cross sections. The geotechnical report is on file with the Engineer.

A depth of 18 inches has been assumed for removal of unsuitable materials and replacement with Porous Granular Embankment, Special. The actual extent of removal and replacement shall be determined by the Engineer in the field at the time of construction. The undercut shall extend 12 inches outside the bottom edge of the proposed subgrade and come up at 1:1 slopes to the existing ground surface.

A proof rolling procedure acceptable to the Engineer shall be followed in order to verify the stability of the subgrade prior to placement of the aggregate subgrade. Verification of subgrade stability shall be done through the use of a cone penetrometer in conjunction with the Illinois Department of Transportation's Subgrade Stability Manual.

A quantity of 2,785 cubic yards of this item has been included in the plan quantities, along with 2,785 cubic yards of Porous Granular Embankment, Special for replacement of the unsuitable material beneath proposed roadway pavement. Undercutting shall only be allowed at the discretion of the Engineer after it is determined that the provision of Section 301 of the Standard Specifications will not yield results to allow timely progress on the project.

**POROUS GRANULAR EMBANKMENT, SPECIAL**

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.05 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone and Crushed Concrete

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

2. Gravel, Crushed Gravel and Pit Run Gravel

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

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

The porous granular material shall be placed in one lift when the total thickness to be placed is 600 mm (24") or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory

roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

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

Full-depth undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside the undercut limits at a taper of 1:1 below the proposed aggregate subgrade.

The Porous Granular Embankment, Special shall be used as field conditions warrant at the time of construction. Payment shall be based on actual volume of Porous Granular Embankment, Special installed without an adjustment in unit price due to an increase or decrease in plan quantity.

This work shall be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT, SPECIAL.

#### **GEOTECHNICAL FABRIC FOR GROUND STABILIZATION**

This work shall be in accordance with Section 210 of the Standard Specifications insofar as applicable and the following provision.

Geotechnical fabric for ground stabilization shall be placed at all locations requiring undercut and Porous Granular Embankment, Special.

Payment shall be based on actual area of fabric installed without adjustment in unit price due to an increase or decrease in plan quantity.

#### **TOPSOIL FURNISH AND PLACE, 4"**

This work shall be in accordance with Section 211 of the Standard Specifications insofar as applicable and the following provisions.

All topsoil, regardless of origin, shall be in accordance with Article 1081.05 and shall be approved by the Engineer prior to placement.

Plan quantities reflect 4" thick topsoil placement in all disturbed areas not otherwise paved. Excavation for the roadway has been computed on the basis of cut and fill to the subgrade of the proposed topsoil. The excavation required to accommodate a nominal 4" thick layer of topsoil has not been included in the pay item Earth Excavation but shall be considered included in this item.

This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 4".

#### **TOPSOIL FURNISH AND PLACE, 24"**

This work shall be in accordance with Section 211 of the Standard Specifications insofar as applicable and the following provisions.

All topsoil, regardless of origin, shall be in accordance with Article 1081.05 and shall be approved by the Engineer prior to placement.

This item shall be used in the landscaped medians along Annie Glidden Road.

This work will be paid for at the contract unit price per square yard for TOPSOIL FURNISH AND PLACE, 24".

### **EXPLORATION TRENCH 84" DEPTH**

This item shall consist of excavating a trench at the locations directed by the Engineer for the purpose of locating existing sewers or water mains within the construction limits of the proposed improvement.

The trench shall be deep enough to expose the sewers or water main, and the width of the trench shall be sufficient to allow proper investigation to determine if the sewers or water main need to be adjusted.

The exploration trench shall be backfilled with trench backfill meeting the requirements of the Standard Specifications, the cost of which shall be included in the item of Exploration Trench.

An estimated length of exploration trench has been shown in the summary of quantities to establish a unit price only, and payment shall be based on the actual length of trench explored without a change in unit price due to any adjustment in plan quantities.

This work shall be paid for at the contract unit price per foot for EXPLORATION TRENCH 84" DEPTH, and no extra compensation will be allowed for any delays, inconveniences, or damage sustained by the Contractor in performing the work.

### **GRADING AND SHAPING DITCHES**

This work shall be in accordance with Section 214 of the Standard Specifications insofar as applicable and the following provisions.

This work shall consist of reshaping ditches at locations shown on the plan to maintain positive drainage and as directed by the Engineer.

Quantities for topsoil and seeding have been provided for these areas.

### **EROSION CONTROL**

This work shall be in accordance with Sections 250, 251, 252, 253 and 280 of the Standard Specifications and the Illinois Urban Manual insofar as applicable and the following provisions.

The City of DeKalb has reviewed the Erosion Control Plans. Major changes to the Erosion Control Plans should be avoided.

Recommendations by the City during construction shall be implemented. The Contractor, with the consent of the Engineer, may increase erosion-control measures to protect against sediment transport from the construction site.

Costs incurred by penalties, obtaining additional permits, or delays due to insufficient maintenance or construction of the erosion-control measures shall be at the Contractor's expense, with no additional compensation.

The Contractor shall comply with the following standards:

- o Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the Illinois Urban Manual revised February 2002.
- o A copy of the approved erosion control plan shall be maintained on the site at all times.
- o Prior to commencing land-disturbing activities in areas other than indicated on these plans (including but not limited to additional phases of development and off-site borrow or waste areas), a supplementary erosion-control plan shall be submitted to the City for review.

- o The Contractor is responsible for installation of any additional erosion-control measures necessary to prevent erosion and sedimentation as determined by the City.
- o During dewatering operations, water will be pumped into sediment basins or silt traps. Dewatering directing into field tiles or stormwater structures is prohibited.
- o The Contractor shall allow a City, National Resource Conservation District (NRCS) or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary soil erosion and sediment control practices have been installed and are functioning properly.

### **SEEDING**

This work shall be in accordance with Section 250 of the Standard Specifications insofar as applicable and the following provisions.

All areas that are to be permanently seeded shall include installation of erosion control blanket as indicated on plan.

Erosion Control Blanket will not be included in the cost of the seeding but will be paid for separately.

Areas with insufficient growth of the vegetation, as determined by the Engineer, shall be re-seeded at no additional compensation to the Contractor. Re-seeding shall take place within 24 hours of notification from the Engineer.

This work shall be measured and paid for at the contract unit price per acre of SEEDING, of the Class specified. This price shall include preparation of the soil, seed mixture, and all material, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

### **MULCH, METHOD 2**

This work shall be in accordance with Sections 251 of the Standard Specifications insofar as applicable and the following provision.

Procedures 1 and 2 of Mulch Method, Type 2 will not be allowed for this contract.

This work shall be measured and paid for at the contract unit price per acre for MULCH, METHOD 2. This price shall include mulch and all material, equipment, and labor necessary to complete this work.

### **EROSION CONTROL BLANKET**

This work shall be in accordance with Section 251 of the Standard Specifications insofar as applicable and the following provisions.

The erosion control blanket shall be installed according to Section 251.04 of the Standard Specifications and shall be excelsior blanket exclusively.

The erosion control blanket shall be affixed to the earth as illustrated in the Illinois Urban Manual, Standard Drawing IL-530.

Failure of the erosion control blanket to prevent slope erosion shall be corrected within 24 hours or before any precipitation as predicted by the National Weather Service for DeKalb, Illinois, or as directed by the Engineer. Maintenance of the failed erosion control blanket shall include additional topsoil, seeding of the type specified for the area, and additional erosion control blanket (if necessary) at no additional compensation to the Contractor.

This work shall be measured in place and paid for at the contract unit price per square yard of EROSION CONTROL BLANKET. This price shall include earth staples, excelsior blanket, and all material, equipment, and labor necessary for a complete installation.

#### **PLANTING TREES AND SHRUBS**

The Engineer will place marking flags furnished by the Contractor at locations of each tree and shrub before delivery of the plant material.

An estimated quantity of trees and shrubs has been shown in the plans. Payment shall be based on actual quantity of each item planted without a change in unit price as a result of adjustment in plan quantities.

#### **TEMPORARY EROSION CONTROL**

Maintenance of the temporary erosion control systems in accordance with Article 280.05 of the Standard Specifications, including replacement if necessary, shall not be paid for but shall be included in the contract unit price for the installed system. Removal of temporary erosion control items shall occur only upon approval of the Engineer.

Maintenance of temporary erosion control systems, including repair of various systems, removal of entrapped sediment and cleaning of any silt filter fabric, will not be paid for separately but shall be included in the contract unit price for each temporary erosion control system. If the Contractor fails to maintain the temporary erosion control systems as directed by the Engineer, the Engineer is required to file an Incidence of Non-Compliance (ION) with the Illinois Environmental Protection Agency, as required by the Storm Water Pollution Prevention Plan.

#### **TEMPORARY EROSION CONTROL SEEDING**

This work shall be in accordance with Section 280 of the Standard Specifications and Code 965 of the Illinois Urban Manual Practice Standard, insofar as applicable and the following provisions.

All areas that are temporary seeded shall be mulched using Mulch, Method 2. Mulch will not be included in the cost of the temporary seeding but will be paid for separately.

Areas with insufficient growth of the temporary vegetation, as directed by the Engineer, shall be reseeded and mulched at no additional compensation to the Contractor. Reseeding shall take place within 24 hours of notification from the Engineer.

This work shall be measured and paid for at the contract unit price per pound of TEMPORARY EROSION CONTROL SEEDING. This price shall include the seed mixture, and all material, equipment, and labor necessary to complete this item to the satisfaction of the Engineer.

#### **TEMPORARY DITCH CHECKS**

This work shall be in accordance with Section 280 of the Standard Specifications insofar as applicable, BDE Special Provision 80087, Temporary Erosion Control, and the following provisions.

The temporary ditch checks shall be constructed with rolled excelsior. The use of straw bales will not be allowed for this work.

Failure of a temporary ditch check shall be corrected within 24 hours or before any precipitation as predicted by the National Weather Service for DeKalb, Illinois, or as directed by the Engineer. Maintenance of the failed temporary ditch check shall be performed at no additional compensation to the Contractor.

This work shall be measured and paid for at the contract unit price each for TEMPORARY DITCH CHECKS. This price shall include rolled excelsior, stakes, and all material, equipment, and labor necessary for a complete installation and removal.

#### **PERIMETER EROSION BARRIER**

This work shall be in accordance with Section 280 of the Standard Specifications insofar as applicable and the following provisions.

Perimeter erosion barrier shall be installed as shown on the erosion control plans. The Engineer may change the start or end locations due to field verification. The perimeter erosion barrier shall be used to eliminate silt-laden stormwater from flowing out of the construction site.

Maintenance shall be completed in accordance with Section 280.05 of the Standard Specifications. Failure of the perimeter erosion barrier shall be corrected within 24 hours or before any precipitation as predicted by the National Weather Service for DeKalb, Illinois, or as directed by the Engineer.

This work shall be measured and paid for at the contract unit price per foot for PERIMETER EROSION BARRIER. This price shall include all materials, excavation, equipment, and labor necessary for a complete installation and removal.

#### **INLET AND PIPE PROTECTION**

This work shall be in accordance with Section 280 of the Standard Specifications insofar as applicable and the following provisions.

Inlet and pipe protection shall be installed according to Section 280, Inlet and Pipe Protection, and the IDOT Highway Standard Detail 280001. Inlet and pipe protection shall be of the silt filter fabric type. The use of straw bales will not be allowed for this work.

Failure of the inlet and pipe protection shall be corrected within 24 hours or before any chance of precipitation as predicted by the National Weather Service for DeKalb, Illinois, or as directed by the Engineer. Maintenance of the inlet and pipe protection (including removal and disposal of silt) shall be performed at no additional compensation to the Contractor.

This work shall be measured and paid for at the contract unit price each for INLET AND PIPE PROTECTION. This price shall include filter fabric, stakes, and all material, equipment, and labor necessary for complete installation and removal.

#### **INLET FILTERS**

This work shall be in accordance with Section 280 of the Standard Specifications insofar as applicable and the following provisions.

Inlet filters shall be as manufactured by Inlet and Pipe Protection, Inc., Naperville, Illinois (<http://www.inletfilters.com>) or approved equal.

Inlet filters shall fit the frame and grate specified on the plans.

Inlet filters shall be emptied of debris or repaired, if needed, within 24 hours after a precipitation event and before any precipitation as predicted by the National Weather Service for DeKalb, Illinois, or as directed by the Engineer. Maintenance of the inlet filter shall be performed at no additional compensation to the Contractor.

This work shall be measured and paid for at the contract unit price each for INLET FILTERS. This price shall include the inlet filter and all material, equipment, and labor necessary for complete installation and removal.

#### **STABILIZED HOT-MIX ASPHALT PATH**

This work shall be in accordance with Sections 351 and 406 of the Standard Specifications, insofar as applicable, and the following provisions.

The base course shall be a nominal thickness of 6" of Aggregate Base Course, Type B and shall be placed in accordance with Section 351 of the Standard Specifications with the following revision.

Revise the following as the second sentence of Article 351.05(b): Water shall be added as required by the Engineer to compact the material to not less than 95% of the standard laboratory density.

The final layer shall be a nominal thickness of 3" of Hot-Mix Asphalt Surface Course, Mix C, IL 9.5, N30 and shall be placed in accordance with Section 406 of the Standard Specifications.

This work will be paid for at the contract unit price per square yard for STABILIZED HOT-MIX ASPHALT PATH, which price shall include all labor, equipment, and material including Aggregate Base Course, Bituminous Prime Coat, and Hot-Mix Asphalt Surface Course to provide a complete and finished path.

#### **BITUMINOUS MATERIALS (PRIME COAT)**

Prime coat shall meet the specifications of Article 406.05(b) of the Standard Specifications with the following revisions and additions:

Prime coat shall be applied at a rate of 0.1 gallon per square yard. Bituminous material shall be SS-1, unless otherwise required by Article 403.05 of the Standard Specifications.

The Contractor will be required to present a weight ticket of the truckload prior to applying the prime coat. After application the truck shall then be weighed again in order to determine the net weight of prime coat that has been placed. Both tickets shall be stamped by the certified weighmaster.

The Contractor shall erect (to the Engineer's satisfaction) 36" by 36" minimum *FRESH OIL AHEAD* signs prior to the prime coat application, which signs shall remain until the prime coat has adequately cured.

This work shall be paid for at the contract unit price per ton for BITUMINOUS MATERIALS (PRIME COAT).

#### **AGGREGATE (PRIME COAT)**

This work shall be done in accordance with Article 406.05(b) of the Standard Specifications insofar as applicable and the following provisions.

The fine aggregate shall be mechanically spread at a uniform rate of 2 pounds per square yard.

#### **INCIDENTAL HOT-MIX ASPHALT SURFACING**

This work shall be in accordance with Section 408 of the Standard Specifications insofar as applicable and the following provisions.

This item is to be used as: temporary asphalt ramps during stage construction; temporary patches on all sewer trenches; temporary asphalt ramps placed around protruding frames and lids prior to the placement of the final asphalt concrete surface course; or as directed by the Engineer.

This work will be paid for at the contract unit price per ton for INCIDENTAL HOT-MIX ASPHALT SURFACING, which price shall include all material, labor, and equipment necessary for a complete installation.

### **TEMPORARY PAVEMENT**

This work shall be in accordance with Sections 406 of the Standard Specifications insofar as applicable and the following provisions.

This work shall include placement and removal of temporary pavement at locations as shown on the Construction Staging Plans and as directed by the Engineer. The temporary pavement shall consist of eight (8) inches of Hot-Mix Asphalt Binder Course, IL 19.0, N50 placed on compacted soil as approved by the Engineer.

This item shall include any excavation or embankment required to bring the temporary pavement and temporary ditches to grade.

Excavation or embankment required due to this item will not be paid for separately but shall be included in the cost of this item.

This work will be paid for at the contract unit price per square yard for TEMPORARY PAVEMENT, which price shall be payment in full for all equipment, labor, and material including furnishing, transporting, placing, compacting, maintaining temporary bituminous concrete pavement, excavation, embankment, and removal as herein specified and as directed by the Engineer.

### **PROTECTIVE COAT**

This work shall be in accordance with Articles 420.18 and 1023.01 of the Standard Specifications insofar as applicable and the following provisions.

The protective coating shall be applied to the exposed surfaces of P.C.C. sidewalk and combination concrete curb and gutter.

Concrete curing shall be limited to methods in Article 1020.13(a)[1], [2], and [3].

This work will be paid for at the contract unit price per square yard for PROTECTIVE COAT, which price shall include all material, labor, and equipment for a complete application.

### **PORTLAND CEMENT CONCRETE SIDEWALK DETECTABLE WARNINGS**

This work shall be in accordance with Section 424 of the Standard Specifications, the details in the plans, the Illinois Accessibility Code Standards insofar as applicable and the following provisions.

Revise Article 424.06, Placing and Finishing, to include the following paragraphs:

Portland Cement Concrete Sidewalk shall be constructed on a 3" compacted bed of aggregate meeting the requirements of Aggregate Base Course, Type B. This aggregate will not be paid for separately but shall be included in the cost of the sidewalk being constructed.

Whenever the sidewalk construction is to be across a previously backfilled trench or excavation, or across a subgrade of questionable future stability, three No. 4 reinforcing bars shall be so installed to adequately span the area of concern. All bars shall extend a minimum of three (3) feet beyond the edges of the areas possessing instability onto subgrades displaying permanent final settlement or compaction. The minimum length of the reinforcing bars shall be ten (10) feet.

No cure-and-seal compound shall be applied when the air temperature is below 40° F or is between 40° and 45° and falling. All concrete poured after October 15th shall meet the requirements of Article 420.18, and protective coating shall meet the requirements of Section 1023.

Revise paragraph 3 in Article 424.08, Curb Ramps, to read as follows:

Curb ramps shall be constructed and cured as specified in this section, except that final texturing shall be accomplished by placing polymer concrete detectable warning panels with raised truncated domes in the finished concrete. The panels shall be E-Z-Set Polymer Detachable Warning Panels as manufactured by Detectable Warning Systems, Inc. or approved equal. The panels shall be brick red in color.

Revise Article 424.08, Curb Ramps, to include the following paragraph:

Where the sidewalk abuts curb and gutter, the sidewalk shall be poured to full depth of the curb and gutter for a minimum width of 12 inches. No. 4 x 1'-0" dowel bars shall be drilled and epoxied into the curb to restrict the new sidewalk from settling. No expansion joint will be placed at the curb and gutter but shall be placed at the top of the ramps where it meets the main walk. All new concrete walk shall be pinned to existing walk.

Revise Article 424.13, Basis of Payment, to read as follows:

This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified, which price shall include curing and sealing coating, required expansion joints, dowel bars, reinforcing bars, backfilling, variable-height edge treatment at curb ramps, and any removal and disposal of subgrade and/or earth excavation, and at the contract unit price per square foot for DETECTABLE WARNINGS to achieve the proper ADA requirements.

**HOT-MIX ASPHALT SURFACE REMOVAL, 1½"**  
**HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE DEPTH)**

This work shall be in accordance with Sections 406 and 440 of the Standard Specifications insofar as applicable and shall consist of milling hot-mix asphalt pavement to the depths, locations, and limits specified in the plans.

If the milling machine cuts too deep or tears out areas of the existing pavement which were to be saved, the voids shall be filled with leveling binder at the Contractor's expense.

Where specified as variable depth, milling depths will vary from 0" to a maximum of 1½".

Temporary ramps at butt joints on roadways open to traffic shall be provided in accordance with 406.08 of the Standard Specifications. This work shall be measured and paid for as Incidental Hot-Mix Asphalt Surfacing.

**Penalty.** Failure by the Contractor to provide a temporary asphalt ramp shall be grounds for assessment of a penalty of \$100 per day per ramp location for each calendar day thereafter that such facility remains incomplete after written notification from the Engineer. Such penalty shall be deducted from monies due or to become due the Contractor under the contract.

Asphalt removed will be measured in place and the area computed in square yards without regard for the number of passes required to remove the surface material.

This item of work will be paid for according to Sections 406 and 440 of the Standard Specifications.

### **SAW CUTTING**

This work shall consist of the full-depth sawing of the existing pavement, curb and gutter, or other existing items with a sawing machine at the locations shown on the plans or as directed by the Engineer.

The Contractor shall machine-saw a perpendicular clean joint between the portion of the item to be removed and that to remain in place to prevent damage to the remaining item. If an additional quantity is damaged or removed, the additional work will not be measured for payment but shall be done at the Contractor's expense.

This item shall not be paid for separately but shall be included in the cost of the item being removed.

### **AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A**

This work shall be in accordance with Section 443 of the Standard Specifications insofar as applicable and the following provisions.

All crack control treatment shall be System A.

Area Reflective Crack Control Treatment, System A will be measured for payment in place and the area computed in square yards.

This work will be paid for at the contract unit price per square yard for AREA REFLECTIVE CRACK CONTROL TREATMENT, SYSTEM A.

### **AGGREGATE SHOULDERS, TYPE A, 8"**

This work shall be in accordance with Section 481 of the Standard Specifications insofar as applicable and the following provisions.

The Aggregate Shoulders, Type A material shall be limited to **crushed gravel, crushed stone, or crushed concrete.**

This work will be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE A, 8".

### **STORM SEWERS, RUBBER GASKET**

This work shall be in accordance with Section 550 of the Standard Specifications insofar as applicable and the following provisions.

Storm sewers shall be RCCP, Class IV, unless otherwise designated in the plans.

Storm sewer shall have rubber gasket joints conforming to ASTM Specification C-361.

Storm sewer shall be backfilled in accordance with Article 550.07, Method 1 only.

Brick and mortar shall seal proposed connections into existing structures. These connections shall be included in the cost of the storm sewer items.

All storm sewer will be paid for at the contract unit price per foot for STORM SEWERS, RUBBER GASKET, CLASS A of the type and diameter specified.

### **STORM SEWER REMOVAL**

This work shall be in accordance with Section 551 of the Standard Specifications insofar as applicable and the following provisions.

At all existing storm sewer structures to remain where storm sewers have been removed, the resultant hole shall be securely sealed with concrete or brick masonry.

Trench backfill for this item will not be paid for separately but shall be included in the cost of this item.

Where proposed storm sewer is to be installed in a trench at the same location as that of storm sewer to be removed, excavation and trench backfill will not be paid for both the proposed storm sewer installation and removal of the existing storm sewer operations.

This work will be paid for at the contract unit price per foot for STORM SEWER REMOVAL of the diameter specified, measured as removed, including trench backfill.

### **PIPE UNDERDRAINS, 4"**

This work shall be in accordance with Section 601 of the Standard Specifications and the detail in the plans insofar as applicable and the following provisions.

This work includes the installation of pipe underdrains, 4"; CA 16 wall backfill and pipe bedding material; and geotechnical fabric at the back side of the Segmental Concrete Block Wall to properly drain retained soils as shown in the details in the plans.

The geotechnical fabric shall be set against the back of the first concrete block wall unit, over the prepared foundation, and extend towards the back of the excavation, up the excavation face, and back over the top of the drainage material to the concrete block wall.

The pipe underdrains shall be placed behind the leveling base or lower course of facing units as shown in the plans or as directed by the Engineer.

The remaining length of geotechnical fabric shall be pulled taut and pinned over the face of the retained soil. Geotextile overlaps shall be a minimum of 1 foot (300 mm) and shall be shingled down the face of the excavation in order to prevent the infiltration of retained soil into the drainage layer.

The pipe underdrains at the back of the wall shall be perforated polyvinylchloride (PVC) pipe meeting Article 1040.03(b) of the Standard Specifications. The sections of pipe underdrains, not at the back of the wall, that outlet to drainage structures shall not have perforations. The upstream end of the pipe shall be capped with a material matching the pipe material.

This work shall be paid for at the contract unit price per foot for PIPE UNDERDRAINS, 4", which price shall include the cost of excavating, disposing of surplus materials, furnishing and installing pipe, fabric, bedding and backfilling with CA 16 backfill material, and connecting the pipe to the drainage structure.

### **PIPE UNDERDRAINS, 6"**

This work shall be in accordance with Section 601 of the Standard Specifications and the detail in the plans insofar as applicable and the following provisions.

The pipe underdrains shall be perforated polyvinyl chloride (PVC) pipe meeting Article 1040.03(b) of the Standard Specifications.

Bedding material surrounding the pipe and within three (3) inches of the outside edge of the pipe shall be CA 16 aggregate and shall be completely wrapped in one layer of geotechnical fabric.

The pipe underdrains shall be installed at all locations as shown on the plans. The pipe underdrains shall be located below the pavement aggregate subgrade, so as to drain the subgrade, as shown in the detail in the plans. The underdrain shall have a minimum slope of one percent (1%). The upstream end of the pipe shall be capped with a material matching the pipe material.

This work shall be measured for payment in feet of pipe installed.

This work shall be paid for at the contract unit price per foot for PIPE UNDERDRAINS, 6", which price shall include the cost of excavating, disposing of surplus material, furnishing and installing the pipe, fabric, and bedding and backfilling with CA 16 trench backfill material.

#### **CLOSED LIDS**

All frames with closed lids to be furnished as part of this contract for construction, adjustment, or reconstruction of any manhole or valve vault shall have cast into the lid one of the following words:

All lids to be used on drainage structures shall bear the word *STORM*.

All lids to be used on sanitary sewer structures shall bear the word *SANITARY* and shall be of the self-sealing and bolt-down type with concealed pick holes and O-ring seals.

All lids to be used on water system structures shall bear the word *WATER*.

#### **CATCH BASINS MANHOLES**

This work shall be in accordance with Section 602 of the Standard Specifications insofar as applicable and the following provisions.

All new structures shall be constructed using precast reinforced concrete risers. Adjustments shall be made using adjusting rings. A maximum of eight (8) inches of adjusting rings will be permitted. All final frame adjustments shall be made by using solid flat steel shims (2" x 2" x uniform thickness). The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the frame and the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar. All adjusted frames in the roadway shall be backfilled using compacted hot-mix asphalt or Class SI concrete to a minimum depth of 5" below the bottom of the frame. Cost of the above shall be included in the unit price for the various structures in the contract.

The top of all structures shall be wrapped with a continuous non-woven polypropylene geotextile fabric. The non-woven fabric shall be Advanced Drainage Systems 4420 or approved equal. The non-woven fabric shall overlap the lip of the frame by six inches and extend downward 30 inches below the bottom of the frame. (See the Catch Basins, Special detail in the plans for a typical application)

The framed lid, frame and grate, or grate will be paid for separately, unless noted otherwise.

This work will be paid for at the contract unit price each for CATCH BASINS or MANHOLES of the type, or type and diameter, or diameter specified, which price shall include sand cushion, steps, flat slab tops, non-woven geotextile fabric, excavation, backfill, and all material, labor, and equipment necessary for a complete installation. The frames and grates or lids will be paid for separately.

### **ADJUSTMENT AND RECONSTRUCTION OF STRUCTURES**

This work shall be in accordance with Section 602 of the Standard Specifications insofar as applicable and the following provisions.

All adjustments shall be made by using precast reinforced concrete adjustment rings. A maximum of 8" of adjusting rings will be permitted. All final frame adjustments shall be made by using solid flat steel shims (2" x 2" x uniform thickness). The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the frame and the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar. All adjusted frames in the roadway shall be backfilled using compacted hot-mix asphalt or Class SI concrete to a minimum depth of 5" below the bottom of the frame.

When new frame and grates or lids are called for with the adjustment or reconstruction, the cost for furnishing and installing the new frame and grate or lid shall be paid for separately, unless noted otherwise. Existing frames and grates or lids shall remain the property of the City or County as directed by the Engineer.

Structures which are to be reconstructed shall be reconstructed to the depth approved by the Engineer.

### **CATCH BASINS, SPECIAL**

This work shall be in accordance with Section 602 of the Standard Specifications insofar as applicable, the details in the plans and the following provisions.

The structure shall be 2' x 3' (inside dimensions) as shown on the detail in the plans. The structure shall be constructed of Class SI concrete or precast concrete.

The top of the structure shall be wrapped with a continuous non-woven polypropylene geotextile fabric. The non-woven fabric shall be Advanced Drainage Systems 4420 or approved equal. The non-woven fabric shall overlap the lip of the frame by six inches and extend downward 30 inches below the bottom of the frame. (See the Catch Basins, Special detail in the plans for a typical application)

The frame and grate will be paid for separately.

This work will be paid for at the contract unit price each for CATCH BASINS, SPECIAL, which price shall include sand cushion, steps, non-woven geotextile fabric, excavation, backfill, and all material, labor, and equipment necessary for a complete installation. The frames and grates will be paid for separately.

### **DRAINAGE STRUCTURE SPECIAL**

This work shall be in accordance with Section 602 of the Standard Specifications insofar as applicable, the details in the plans, and the following provisions.

The structure shall be 3' x 3' (inside dimension) as shown on the detail in the plans. The structure shall be constructed of Class SI concrete or precast concrete.

The steel grid deck shall consist of fabrication, assembly, delivery, and installation as specified in the plans. The steel grid deck will not be paid for separately but shall be included in the cost of this item.

The 3½" grid deck shall be A709 Grade 50 material with minimum section modulus of 2.5 in<sup>3</sup>/ft. The deck shall be welded to the angles. After fabrication of the grid deck and angles, the assembly shall be hot-dipped galvanized in accordance with ASTM A385 and AASHTO M111.

All bolts, nuts, cap screws, washers, and lock washers shall be galvanized in accordance with AASHTO M232.

This work shall be measured and paid for at the contract unit price each for DRAINAGE STRUCTURE, SPECIAL. This price shall include excavation, sand cushion, backfill, concrete, reinforcing bars, steel grid deck, anchor bolts, and all equipment, labor, and materials necessary for a complete installation.

**SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID**

This work shall be in accordance with Section 602 of the Standard Specifications insofar as applicable, the DeKalb Sanitary District requirements, the details in the plans, and the following provisions.

Revise the second sentence of Article 602.06, Concrete Masonry Units, to read:

The units shall be laid in a mastic joint sealer.

Revise the second sentence of Article 602.07, Precast Reinforced Concrete Sections, to read:

The units shall be laid in mastic joint sealer, sealed with external sealing bands, or sealed using mastic joint sealer.

Sanitary sewer manholes shall have frame/chimney seal as shown in the detail of the plans or heat-activated shrink wrap encapsulating manhole frame and adjusting area, incidental to this item. The following will be acceptable.

1. Canusa Wrapid Seal as supplied by Resource Utility Supply Company, Hillcrest, Illinois, (888) 562-7797.
2. Internal Adaptor Seal Ring as supplied by Sidener Supply of Belvidere, Illinois, (800) 892-5396.

All adjustments shall be made by using precast reinforced concrete adjustment rings. A maximum of 8" of adjusting rings will be permitted. All final frame adjustments shall be made by using solid flat steel shims (2" x 2" x uniform thickness). The frame will be set to grade using steel shims and without disturbing the adjustment; the frame will then be lifted off and set aside. A full bed of mortar will be placed on the structure between the adjusting shims, which shall form a solid masonry bond between the frame and the adjusting ring or structure. The frame shall be set back into place in a method not to damage the bed of mortar. All adjusted frames in the roadway shall be backfilled using compacted hot-mix asphalt or Class SI concrete to a minimum depth of 5" below the bottom of the frame.

The cost for furnishing and installing the new frame and lid shall be included in the cost for adjusting the structure. The new frame and lid shall be of self-sealing watertight gasket design. Existing frames and lids shall be delivered to the City as directed by the Engineer. Delivery shall be included in the cost of the item being adjusted.

This work will be paid for at the contract unit price each for SANITARY MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, which price shall include all labor, equipment, and materials, including frame and lid, excavation, and backfill for a complete adjustment.

**FRAME AND GRATES, SPECIAL**

This work shall be in accordance with Section 604 of the Standard Specifications insofar as applicable, the following provisions, and details in the plans.

Structures with a "SPEC" special frame and grate shall use Neenah Foundry Company R-3246-CL frame and grate or Engineer-approved equal.

This item will be paid for at the contract unit price each for FRAME AND GRATES, SPECIAL, which price includes frames and grates and all equipment, material, and labor necessary for a complete installation.

**FILLING SANITARY MANHOLES TO MAINTAIN FLOW**

This work shall be in accordance with Sections 593 and 605 and Article 1040.03 of the Standard Specifications insofar as applicable and the following provisions.

Lining of the existing 10" sanitary sewer through the manhole by the DeKalb Sanitary District must be completed before this work can begin.

The top of the existing manhole to be filled shall be removed to an elevation at least two feet below the subgrade of the proposed segmental concrete block wall.

This work will include installing the top section of a 24" diameter PVC pipe, cut at its diameter, over the top of the sanitary sewer lining to protect it from crushing. The bottom of the structure will then be backfilled with Controlled Low-Strength Material to an elevation of one foot over the crown of the PVC pipe. After the concrete has set, the existing structure shall be filled with sand and the sand compacted.

This work will be paid for at the contract unit price each for FILLING SANITARY MANHOLES TO MAINTAIN FLOW, which price shall include disposal of excess material, PVC pipe, Controlled Low-Strength Material, sand backfill, and all labor, equipment, and material for complete filling of the sanitary manhole.

**COMBINATION CONCRETE CURB AND GUTTER**

This work shall be in accordance with Section 606 of the Standard Specifications insofar as applicable, the details in the plans, and the following provisions.

Combination concrete curb and gutter shall have nominal concrete flag thicknesses of 12" at Annie Glidden Road pavement.

A formless curb machine shall be used to place all combination concrete curb and gutter except radii 30 feet or less and shall be used in accordance with Article 606.05 of the Standard Specifications.

One-inch transverse expansion joints shall be placed at all radius points of the proposed concrete curb and gutter and at approximate 100-foot intervals between the above, as determined by the Engineer. Providing and installing these joints shall be included in the cost for the curb and gutter.

Expansion joint filler material shall be 1" thick and shall be installed so as to be a minimum of ½" lower than the finished gutter sections.

All expansion and contraction joints shall be sealed in accordance with Section 420 of the Standard Specifications.

At locations where the proposed curb and gutter is to be constructed across trenches or within three feet of the close edge of any trench, two (2) No. 4 reinforcement bars shall be placed in the proposed gutter. These reinforcement bars shall not be continuous through transverse expansion joints, but shall be stopped 3" short of same. Cost of these reinforcement bars, complete in place, shall be included in the cost for the curb and gutter.

This work shall be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified which price shall be payment in full for all necessary labor, materials, and equipment including excavation, Class SI concrete, and reinforcement for a complete installation.

### **BITUMINOUS MEDIAN SURFACE**

This work consists of the construction of bituminous median surface on a prepared subgrade in accordance with Sections 351 and 406 of the Standard Specifications and BDE Special Provision 80010 insofar as applicable, and as detailed on the plans.

Materials to be included and placed for this work shall consist of the following:

- Three (3) inches of Hot-Mix Asphalt Surface Course, Mix C, N30
- Six (6) inches of Aggregate Base Course, Type B

This work shall be measured in place and the area computed in square feet, complete.

Pavement texturing will be paid for separately.

This work will be paid for at the contract unit price per square foot for BITUMINOUS MEDIAN SURFACE, which price shall include excavation, base course, bituminous materials, and all labor, equipment, and materials to provide a complete and finished median surface.

### **TRAFFIC CONTROL PLAN**

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

Special attention is called to Articles 105.05, 107.09, 107.14, and 107.25, and to Sections 701 and 703 of the Standard Specifications, and to the following Highway Standards, Details, Recurring Special Provisions, and Special Provisions contained herein relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of beginning work.

#### **Standards**

701001, 701006, 701201, 701501, 701601, 701701, 701801, 702001

#### **Details**

Construction Staging Plans  
Traffic Control and Protection for Side Roads, Intersections and Driveways  
Informational Warning Sign (For Narrow Travel Lanes)  
Short-Term Pavement Marking for Medians and Arrows

#### **Special Provisions**

Work Zone Traffic Control (Lump-Sum Payment)  
Maintenance of Roadway  
Keeping Roads Open to Traffic  
LRS 4 Flagger in Work Zones

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the Standard Specifications. This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The City will provide the Contractor the name of its representative to contact concerning the Traffic Control Plan.

**WORK ZONE TRAFFIC CONTROL (LUMP-SUM PAYMENT)**

This work shall be done in accordance with Section 701 of the Standard Specifications insofar as applicable and the following provisions.

Specific traffic control plan details and special provisions have been prepared for this contract.

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

The Contractor will be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor will be required to cover all traffic control devices which are inconsistent with lane assignment patterns during the transition from one construction stage to another.

Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.

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

The Contractor shall ensure that all applicable traffic control devices installed by him are operational 24 hours a day, including Sundays and holidays. The Contractor shall provide TRAFFIC CONTROL SURVEILLANCE in accordance with Article 701.10 of the Standard Specifications. Payment for TRAFFIC CONTROL SURVEILLANCE will be considered included in the lump-sum price for Traffic Control and Protection, Special.

The Contractor shall provide a manned telephone on a continuous 24-hour-a-day basis to receive notification of any deficiencies regarding traffic control and protection and shall dispatch men, materials, and equipment to correct any such deficiencies. The Contractor shall be required to respond to any call from the City or Engineer concerning any request for improving or correcting traffic control devices and begin making the requested corrections within two (2) hours from the time of notification.

The Contractor is to plan his work so that there will be no open holes in the pavement and that all barricades have been removed from the pavement during non-working hours. At locations where storm sewer laterals are placed in traveled roadways open to traffic, the Contractor shall place eight inches of aggregate covered with three inches of asphalt at the end of each working day as a temporary patch. This patch shall remain in place until construction of the permanent pavement and shall be maintained as directed by the Engineer. The cost of labor, materials, and equipment necessary to complete this work will be paid for at the contract unit price per ton of Aggregate for Temporary Access and per ton of Incidental Hot-Mix Asphalt Surfacing. Steel plates over trenches will be permitted for short durations; however, they must be of sufficient strength and stability to accommodate all traffic.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through this construction zone. The Contractor shall so arrange his operations as to keep the closing of any lane of the roadway to a minimum.

Revisions in the phasing of construction or maintenance operations requested by the Contractor may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. Revisions or modifications to the traffic control shown in the contract shall be submitted by the

Contractor for approval by the Engineer. Payment for traffic control required by these standards and/or designs will be considered included in the lump-sum price for Traffic Control and Protection, Special.

All traffic control (except pavement marking) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump-sum basis.

All traffic control and protection will be paid for at the contract lump-sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL). This price shall be payment in full for all labor, materials, transportation, handling, and incidental work necessary to furnish, install, maintain, and remove all traffic control devices required as indicated in the plans and as approved by the Engineer. The salvage value of the materials removed shall be reflected in the bid price for this item.

Delete Article 701.19(d) of the Standard Specifications.

Revise Article 701.20(g) of the Standard Specifications to read: "Traffic Control Surveillance will not be paid for separately but shall be included in the contract lump-sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL)."

Short-term pavement marking and temporary pavement marking will be paid for separately.

#### **CHANGEABLE MESSAGE SIGN**

This work shall be in accordance with Section 701 of the Standard Specifications insofar as applicable and the following provisions.

Changeable message signs shall be placed at locations shown in the plans or directed by the Engineer. The message signs shall be placed outside traffic lanes but within existing public right-of-way and shall not obstruct visibility or pedestrian movements.

The message signs shall be placed 14 days in advance of initial start-up. The message signs shall be relocated and re-programmed as project work and staging progresses, as shown in the plans, or directed by the Engineer.

Furnishing, placing, and maintaining of Portable Changeable Message Signs shall be paid for per calendar month for each sign as CHANGEABLE MESSAGE SIGN. Relocating and re-programming the message signs shall not be paid for separately but shall be included in the cost of this item.

#### **TEMPORARY PAVEMENT MARKING**

This work shall be in accordance with Section 703 of the Standard Specifications insofar as applicable and the following provisions.

This item of work shall consist of placing pavement markings in accordance with the staging plans and as directed by the Engineer.

The markings are to be installed to properly channelize and maintain traffic control during construction of this project. Temporary paint pavement marking will not be applied to the final bituminous surface course.

This work will be paid for at the contract unit price per foot of applied line for TEMPORARY PAVEMENT MARKING LINE of the width specified.

### **TEMPORARY INFORMATION SIGNING**

This work shall be in accordance with Section 720 of the Standard Specifications insofar as applicable and the following provisions.

This item is for furnishing and installing temporary information signs for identification of commercial driveways and side streets and miscellaneous informational signs required during construction staging as directed by the Engineer.

An estimated quantity of temporary information signing has been shown in the summary of quantities to establish a unit price only, and payment shall be based on the actual quantity of temporary information signing installed without a change in unit price due to any adjustment in plan quantities.

Installation, mounting hardware, sign posts, if required, and removal will be included in the unit price of this item.

This work shall be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING, which price shall include all labor, materials, and equipment necessary for a complete installation and removal.

### **PAVEMENT MARKING REMOVAL**

This work shall be in accordance with Section 783 of the Standard Specifications insofar as applicable and the following provisions.

This work shall consist of removing existing and/or temporary pavement marking (excluding tape) that has been installed to control traffic and is in conflict with proposed markings required for traffic control during stage construction. Markings shall be removed as required by the plans or as directed by the Engineer.

Pavement markings that fall in areas that are to be removed or overlaid need not be removed if they do not conflict with redirected traffic movements.

The pavement markings shall be removed to the fullest extent possible from the pavement by a method that does not materially damage the surface or texture of the pavement. Any damage to the pavement caused by pavement marking removal shall be repaired by the Contractor at his expense by methods acceptable to the Engineer.

Residue from this pavement marking removal operation shall be promptly cleaned from the traffic lanes in a manner acceptable to the Engineer.

This work will be measured for payment in square feet of marking actually removed, regardless of the marking line width.

This work will be paid for at the contract unit price per square foot for PAVEMENT MARKING REMOVAL, which price shall be payment in full for all equipment, labor, and material required to perform this work.

### **FLARED END SECTION REMOVAL**

The work shall be in accordance with Section 551 of the Standard Specifications insofar as applicable and the following provisions.

This work consists of the removal of flared end sections at locations shown on plan and disposal and as directed by the Engineer.

This work will be paid for at the contract unit price each for FLARED END SECTION REMOVAL, regardless of material or size, which price will include all labor, material, and equipment for a complete removal.

#### **AGGREGATE FOR TEMPORARY ACCESS**

The Contractor shall maintain ingress and egress to all abutting properties during construction operations. Temporary driveways, temporary sidewalks, and temporary roads shall be constructed of aggregate to the dimensions determined by the Engineer.

This work shall be in accordance with Articles 107.09, 301.05, and 1004.04 of the Standard Specifications, with the exception that the materials shall be limited to **crushed gravel, crushed stone, or crushed concrete**. The plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

After the temporary driveways, temporary sidewalks, and temporary roads have served their purpose, the suitable aggregate shall be removed, and at the direction and approval of the Engineer, utilized for other purposes such as embankment construction or other driveway aprons.

This work will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS, which price shall be payment in full for furnishing, transporting, placing, maintaining and removing, reusing, or disposing of the aggregate, as herein specified and as directed by the Engineer.

Payment for aggregate will be determined by weight tickets and will be paid for its initial use only, regardless of the number of times the aggregate is moved.

#### **AGGREGATE SUBGRADE, 12" (300 mm)**

(Effective March 10, 1997); (Revised January 1, 2007)

This work shall consist of furnishing, placing, and compacting granular material to the lines and grades shown on the plans or as directed by the Engineer. This work shall be done according to the applicable portions of Sections 207 and 1004 of the Standard Specifications. The gradations and materials shall be as follows:

Gradation #1: Material: Crushed Concrete, Crushed Stone, or Crushed Gravel

| <u>Sieve Size</u> | <u>Percent Passing</u> |
|-------------------|------------------------|
| 100 mm (4")       | 97 $\pm$ 3             |
| 50 mm (2")        | 45 $\pm$ 25            |
| 4.75 mm (#4)      | 20 $\pm$ 10            |
| 75 $\mu$ m (200)  | 5 $\pm$ 5              |

Gradation #2: Material: Crushed Concrete, RAP, Crushed Gravel, or Crushed Stone

The Crushed Concrete, Crushed Gravel, or Crushed Stone shall meet a gradation of CA6 and a minimum 'D' quality as specified in Section 1004 of the Standard Specifications. RAP shall contain a minimum of Class D quality coarse aggregates as specified in Section 1031 of the Standard Specifications.

Gradation #1 shall be used in the lower 9 inches (230 mm). Gradation #2 shall be used in the upper 3 inches (70 mm) as a capping material.

The material shall be placed in two or more lifts or as directed by the Engineer. Each lift shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired compaction. Construction equipment not necessary for the completion of the work shall not be allowed on the subgrade until completion of the recommended thickness of the aggregate subgrade. Any damage to the compacted aggregate subgrade due to the Contractor's activities or operations shall be corrected.

**Method of Measurement.** Aggregate Subgrade 12" (300 mm) will be measured in place and the area computed in square yards (square meters). The width shall be as shown on the plans.

**Basis of Payment.** This work will be paid for at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE, 12" (300 mm).

### **CONSTRUCTION LAYOUT**

The Contractor shall be required to furnish and place construction layout stakes for this project. The Local Agency will provide adequate reference points to the centerline of survey and bench marks as shown in the plans and listed herein. Any additional control points set by the Local Agency will be identified in the field to the Contractor, and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 15 m (50 ft.)) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Local Agency Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the several parts of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset at his/her expense when any are damaged, lost, displaced, removed, or otherwise obliterated.

### **Responsibility of the Local Agency**

- (a) The Local Agency will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the Local Agency.
- (b) Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's, and as many POT's as are necessary to provide a line of sight. The Local Agency will locate and reference control points once. Reestablishing control points thereafter will be at the Contractor's expense.
- (c) Bench marks will be established along the project outside of construction lines.
- (d) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (e) The Local Agency will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done

by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

- (f) The Local Agency will make all measurements and take all cross sections from which the various pay items will be measured.
- (g) Where the Contractor, in setting construction stakes, discovers discrepancies, the Local Agency will check to determine their nature and make whatever revisions are necessary in the plans, including the re-cross sectioning of the area involved. Any additional re-staking required by the Engineer will be the responsibility of the Contractor. The additional re-staking done by the Contractor will be paid for according to 109.04 of the Standard Specifications.
- (h) The Local Agency will accept responsibility for the accuracy of the initial control points as provided herein.
- (i) It is not the responsibility of the Local Agency, except as provided herein, to check the correctness of the Contractor's stakes; any errors apparent will be immediately called to the Contractor's attention, and s(he) shall be required to make the necessary correction before the stakes are used for construction purposes.
- (j) Where the plan quantities for excavation are to be used as the final pay quantities, the Local Agency will make sufficient checks to determine if the work has been completed in conformance with the plan cross sections.

#### Responsibility of the Contractor

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. S(he) shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and or/filed or etched marks in substantially completed construction work. It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.
- (b) At the completion of the grading operations, the Contractor shall set stakes at 25 m (100 ft.) station intervals along each profile grade line. These stakes will be used for final cross sectioning by the Local Agency.
- (c) The Contractor shall locate the right-of-way points for the installation of right-of-way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- (d) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks, and those books shall become the property of the Local Agency at the completion of the project. All notes shall be neat, orderly, and in accepted form.
- (e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines, and offset distances.

Measurement and Payment. This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT.

### **DUST CONTROL WATERING**

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for use in the compaction of earth embankments.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by and in a manner meeting the approval of the Engineer.

All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means. Water may not be obtained from a fire hydrant without approval of the City.

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

This work will be paid for at the contract unit price per unit as DUST CONTROL WATERING.

### **PAVEMENT TEXTURING**

This work consists of the imprinting of patterns and application of coatings to asphalt surfaces at median locations shown on plan and as directed by the Engineer.

The pavement texturing shall be in accordance with the manufacturer's specifications. The pavement texturing system shall be by Integrated Paving Concepts, Inc. "StreetPrint Pavement Texturing" for wet climate zones or approved equal.

The asphalt surface shall be prepared prior to coating and shall be free of dirt, debris, oil, or anything that will adversely affect the adhesion of the new coating system. All loose material on the asphalt surface shall be removed by mechanical brooming or blowing clean using a backpack blower or compressed air. Any difficult-to-remove dirt shall be removed using a pressure washer. Prior to applying the coatings, the asphalt surface shall be completely dry.

Layout and imprinting of patterns into the asphalt surface shall be as shown on the plan.

The upper portion of the asphalt surface shall be heated using reciprocating infrared re-heating equipment to make the upper portion of the asphalt surface pliable enough to accept the imprint of the template. Overheating of the asphalt shall not be permitted. Direct flame heaters shall not be allowed for the purpose of heating the asphalt. Hot air portable heaters may only be used for heating isolated areas. The temperature of the asphalt surface shall be regularly monitored during the reheating process. The asphalt pavement shall be adequately heat soaked (softened) to a depth of at least ½ inch, without burning the asphalt. The asphalt surface temperature shall not exceed 300°F. If during the re-heating process the surface is overheated and begins to emit black smoke, the contractor shall stop work immediately. The damaged surface area shall be removed by milling the upper 1" and replaced by a partial depth patch, with the topmost layer matching the existing surface layer mix and binder. Patching and all work associated with the repair effort shall be at the Contractor's expense.

Surface imprinting templates shall be pressed fully into the heated asphalt surface using vibratory plate compactors.

The surface coating system shall be installed by applying at least four thin layers of coating material to the asphalt surface. Each application of coating material shall be allowed to dry completely before applying the next layer. The color of the coating system shall be brick red. Each layer of the coating system shall consist of the same color. The coating application shall be spray-applied and broomed to work the material into the

asphalt surface. Subsequent applications shall be sprayed and rolled, using a 1" to 1½" nap roller or sprayed and broomed. The contractor shall use manufacturer recommended spray equipment. Total coverage area of combined coating materials shall not be more than 150 square feet per pail of coating. The Contractor shall apply the surfacing system only when the air temperature is at least 50°F and rising, and will not drop below 50°F within 8 hours of application of the coating material. There should be no precipitation expected within 2 hours after applying the final layer.

Upon completion, the patterned area shall be checked for proper stamping depth of print, by taking random samples. 98% of the stamped area shall have an imprint depth of ¼ inch. If any sample areas have an imprint depth that is less than ¼ inch, those areas shall be re-heated and re-stamped prior to applying the coatings.

The total coating thickness shall be monitored by measuring the volume of material used per unit area. For this project an average coverage area for the combined coating layers shall be 150 square feet coated per 5 gallon pail of material used. The Contractor shall provide proof of material usage.

The stamped asphalt pavement will be measured for payment in square feet in place. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the area. Traffic control required for installation will be included in the cost of this item.

This work will be paid for at the contract unit price per square foot for PAVEMENT TEXTURING, which price shall include traffic control and all labor, equipment, and materials for a complete installation.

#### **VINYL FENCE, 4'**

This work consists of furnishing and installing vinyl fencing at locations shown on plan, as directed by the Engineer, in accordance with the manufacturer's specifications, the details in the plans, and the following provisions.

The vinyl fencing shall be "Chesterfield" style, 4' in height, and "Clay" in color, as manufactured Bufftech, Inc. a subsidiary of CertainTeed, Inc., or approved equal.

The Contractor shall submit manufacturer's technical data, shop drawings, color sample, and manufacturer's standard warranty for approval by the Engineer prior to beginning work.

The Contractor shall deliver the fence materials to the site in the manufacturer's original, unopened containers and packaging, with labels clearly identifying the product name and manufacturer. The fence materials shall be stored in a clean, dry area in accordance with the manufacturer's specifications. Temporary protective coverings shall be kept in place. The Contractor shall protect materials and finish from damage during handling and installation.

Cap style shall be "External Flat".

The top rail shall be a 2" x 6" x 94½" deco ribbed rail, with a galvanized steel channel.

The bottom rail shall be a 2" x 6" x 94½" deco ribbed rail, with a galvanized steel channel.

The fence shall have full pickets that are 7/8" x 7" x 38¾" with interlocking tongue-and-groove configuration.

Fence posts shall be 5" x 5" overall and shall be spaced at 96⅛" center-to-center.

Fence post foundations shall be constructed of Class SI concrete. Concrete foundations shall be a minimum of 12" in diameter and extend down a minimum of 30" below the bottom of the Segmental Concrete Block Wall granular base.

This work will be paid for at the contract unit price per foot for VINYL FENCE, 4', measured in place. The price shall include the cost of all excavation, concrete, fence appurtenances and hardware, and all material, labor, and equipment necessary to make a complete and finished installation.

#### **VINYL FENCE, 6'**

This work consists of furnishing and installing vinyl fencing at locations shown on plan, as directed by the Engineer, in accordance with the manufacturer's specifications, the details in the plans, and the following provisions.

The vinyl fencing shall be "Chesterfield" style, 6' in height, and "Clay" in color, as manufactured Bufftech, Inc. a subsidiary of CertainTeed, Inc., or approved equal.

The Contractor shall submit manufacturer's technical data, shop drawings, color sample, and manufacturer's standard warranty for approval by the Engineer prior to beginning work.

The Contractor shall deliver the fence materials to the site in the manufacturer's original, unopened containers and packaging, with labels clearly identifying the product name and manufacturer. The fence materials shall be stored in a clean, dry area in accordance with the manufacturer's specifications. Temporary protective coverings shall be kept in place. The Contractor shall protect materials and finish from damage during handling and installation.

Cap style shall be "External Flat".

The top rail shall be a 2" x 6" x 94½" deco ribbed rail, with a galvanized steel channel.

The bottom rail shall be a 2" x 6" x 94½" deco ribbed rail, with a galvanized steel channel.

The fence shall have full pickets that are 7⁄8" x 7" x 62¾" with interlocking tongue-and-groove configuration.

Fence posts shall be 5" x 5" overall and shall be spaced at 96⅛" center-to-center.

Fence post foundations shall be constructed of Class SI concrete. Concrete foundations shall be a minimum of 12" in diameter and extend down a minimum of 42" below finished grade.

This work will be paid for at the contract unit price per foot for VINYL FENCE, 6', measured in place. The price shall include the cost of all excavation, concrete, fence appurtenances and hardware, and all material, labor, and equipment necessary to make a complete and finished installation.

#### **WEED BARRIER FABRIC LANDSCAPING GRAVEL**

This work shall consist of furnishing and installing weed barrier fabric and landscaping gravel in the area between the segmental concrete block wall and the P.C.C. sidewalk or asphalt multi-use path, as applicable, as shown in the plans, and as directed by the Engineer.

The weed barrier fabric shall be in accordance with Article 1081.14 of the Standard Specifications.

The landscaping gravel shall be a CA 7 grade washed gravel, natural in color.

The landscaping gravel shall be placed in a layer four inches in thickness.

This work shall be measured for payment in place.

This work will be paid for at the contract unit price per square yard for WEED BARRIER FABRIC and per square yard for LANDSCAPING GRAVEL, which price shall include all labor, equipment, and material for a complete installation.

### **SEGMENTAL CONCRETE BLOCK WALL**

This work shall consist of constructing segmental concrete block walls as detailed in the plans and as directed by the Engineer.

The segmental concrete block wall modules shall be Unilock "Siena Stone", "Natural" color, or approved equal and installed per the manufacturer's specifications.

The concrete block wall modules shall be 7.25" x 48" x 20", with a minimum weight of 570 pounds. The modules shall have a 28-day compressive strength of 5000 psi in accordance with ASTM C140 and a maximum moisture absorption rate of 5%.

The concrete block wall modules shall have an integral shear key connection that shall be offset to permit a minimum wall batter of 1H:8V.

The concrete block wall modules shall be set on a seven-inch-thick compacted crushed stone leveling base. Compaction shall be to 98% Standard Proctor Density.

Pipe Underdrains, 4" will be installed in conjunction with this work to drain backfill material.

The bottom row of retaining wall modules shall be placed on the prepared leveling base. Care shall be taken to ensure that the wall modules are aligned properly, leveled from side to side and front to back and are in complete contact with the base material.

The wall modules above the bottom course shall be placed such that the tongue-and-groove arrangement provides the design batter (i.e. setback) of the wall face. Successive courses shall be placed to create a running bond pattern with the edge of all units being approximately aligned with the middle of the unit in the course below it.

The wall modules shall be swept clean before placing additional levels to ensure that no dirt, concrete, or other foreign materials become lodged between successive lifts of the wall modules.

The Contractor shall check the level of wall modules with each lift to ensure that no gaps are formed between successive lifts.

Coping units shall be secured to the top of the wall with two ½-inch beads of the approved flexible concrete adhesive positioned two inches in front and behind the tongue of the last course of retaining wall units.

Care shall be taken to ensure that the concrete block wall modules are not broken or damaged during handling and placement.

This work will be measured for payment in square feet of vertical wall face area as shown on the plans. The vertical wall face area shall be measured from the top of the leveling base to the top of the coping course multiplied by the length of each section of wall.

The cost of the compacted crushed stone leveling base shall be included in the cost of the segmental concrete block wall.

This work will be paid for at the contract unit price per square foot for SEGMENTAL CONCRETE BLOCK WALL, which price will include excavation, leveling base, concrete block modules, and all equipment, labor, and material for a complete installation.

Pipe Underdrains, 4" will be installed in conjunction with this work but will be paid for separately.

### **CONCRETE PAVERS**

This work shall consist of furnishing and installing concrete pavers in the area between the segmental concrete block wall and the vinyl fence, as shown in the plans and as directed by the Engineer.

The concrete pavers shall be in accordance with Article 1042.15(d) of the Standard Specifications and Local Roads Recurring Special Provision LRS 14 insofar as applicable and the following provisions.

The concrete pavers shall be Unilock "Hollandstone", "Nevada" color, or approved equal and installed per the manufacturer's specifications.

The concrete pavers shall be 4" x 8" x 2 $\frac{3}{8}$ ". The concrete pavers shall be set in a "running bond" pattern.

This work will be measured for payment in place and the area computed in square feet.

This work will be paid for at the contract unit price per square foot for CONCRETE PAVERS, which price shall include preparation of subgrade, edge restraints bedding course, joint filling, concrete pavers, and all equipment, labor, and material for a complete installation.

### **AGGREGATE FIELD ENTRANCE**

This work consists of furnishing, placing, and shaping aggregate field entrances at locations shown in the plans and as directed by the Engineer.

This work shall be in accordance with Section 481 of the Standard Specifications insofar as applicable and the following provisions.

The aggregate field entrance shall be of the same material and constructed similar to Aggregate Shoulders, Type B. The entrances shall be constructed to the lines and grades shown in the plans.

The aggregate field entrance shall be eight inches in depth.

This work will be measured for payment in place.

This work will be paid for at the contract unit price per square yard for AGGREGATE FIELD ENTRANCE, which price shall include all equipment, labor, and material for a complete installation.

### **TREE WELL**

This work shall consist of constructing segmental concrete block tree wells as detailed in the plan and as directed by the Engineer.

The tree well modules shall be Unilock "Pisa 2", "Natural" color, or approved equal, and installed per the manufacturer's specifications.

The tree well modules shall be 6" x 8" x 12", with a minimum weight of 45 pounds. The modules shall have a 28-day compressive strength of 5000 psi in accordance with ASTM C140 and a maximum moisture absorption rate of 5%. The tree well modules shall have an integral shear key connection that shall be offset to permit a minimum wall batter of 1H:8V.

The tree well modules shall be set on a six-inch-thick compacted crushed stone leveling base. Compaction shall be to 98% Standard Proctor Density.

The bottom row of retaining wall modules shall be placed on the prepared leveling base. Care shall be taken to ensure that the wall modules are aligned properly, leveled from side to side and front to back and are in complete contact with the base material. The bottom row of modules shall be a minimum distance of 2.5 feet from the center of the tree.

The wall modules above the bottom course shall be placed such that the tongue-and-groove arrangement provides the design batter (i.e. setback) of the wall face. Successive courses shall be placed to create a running bond pattern, with the edge of all units being approximately aligned with the middle of the unit in the course below it.

The wall modules shall be swept clean before placing additional levels to ensure that no dirt, concrete, or other foreign materials become lodged between successive lifts of the wall modules.

The Contractor shall check the level of wall modules with each lift to ensure that no gaps are formed between successive lifts.

Coping units shall be secured to the top of the wall with two ½-inch beads of the approved flexible concrete adhesive positioned two inches in front and behind the tongue of the last course of retaining wall units.

Care shall be taken to ensure that the tree well modules are not broken or damaged during handling and placement.

A geotechnical fabric shall be placed behind the wall between the concrete block modules and the embankment.

Care shall be taken to not damage the tree or its root structure.

This work will be measured for payment in square feet of vertical wall face area as shown on the plans for both the circular and U-shaped tree wells. The vertical wall face area shall be measured from the top of the leveling base to the top of the coping course multiplied by the length of each section of wall.

The cost of the compacted crushed stone leveling base shall be included in the cost of the tree well.

This work will be paid for at the contract unit price per square foot for TREE WELL, which price will include excavation, leveling base, geotechnical fabric, concrete block modules, and all equipment, labor, and material for a complete installation.

## **GENERAL LANDSCAPING SUMMARY**

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This work shall consist of supplying all materials, labor, and equipment to plant shrubs and trees. This work shall be performed in accordance with Section 253 (Planting Woody Plants) of the Standard Specifications unless modified herein.

This work shall consist of supplying all materials, labor, and equipment to plant perennials and grasses. This work shall be performed in accordance with Section 254 (Planting Perennial Plants) of the Standard Specifications unless modified herein.

This work shall consist of purchase, transportation, storage, preparation, and planting of balled and burlapped (B&B) trees and shrubs, container shrubs, perennials, and grasses. Work also consists of purchase, transportation, and placement of shredded bark mulch, two (2) year guarantee and replacement, watering, and all related work necessary to assure healthy and well-established plant material as shown on the plans and as directed by the Engineer.

### **WORK INCLUDES:**

Preparation and fine grading of soil prior to planting.

Planting of trees and shrubs indicated on the drawings including:

1. Deciduous shrubs
2. Shade trees

Planting of plants indicated on the drawings including:

1. Perennials
2. Grasses

Furnishing and installation of miscellaneous landscaping materials.

Initial maintenance of all plants.

### **REFERENCES:**

ANSI Z60.1-1990 American Standard for Nursery Stock; 1996

Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" adopted January 1, 2007.

### **SUBMITTALS:**

Permits: Contractor shall be responsible for obtaining all required permits.

Contractor shall be responsible for location of all utilities prior to the installation of plant material. Notification of JULIE is required for all planting locations (800) 892-0123.

Certificates of Inspection: Certified product analysis and any certificates required by law to accompany shipments.

Product Data: Submit three (3) sets of manufacturers technical data.

Planting Schedule: Indicate beginning and ending dates of planting for each material.

Maintenance Instruction: Written instructions for the Owner's maintenance of landscaping. Include initial maintenance recommendation, 24-month and long-term recommendations. Submit prior to acceptance of landscaping.

The Contractor shall submit a list of nurseries supplying plant material for the project within 21 days of award of the project.

#### QUALITY ASSURANCE

General: Comply with government regulations applicable to landscaping.

Employ qualified, experienced landscape personnel.

No substitutions permitted of plant materials without prior approval by Owner. Provide the materials indicated. If specified plants are found to be unavailable, the Contractor must submit to the Owner a list of 15 nurseries or suppliers that have been contacted in the plant search, along with a list of proposed substitutions and their sources. All plant substitutions must be approved in writing by the Owner.

Provide plant materials complying with ANSI Z60.1.

All plants shall be obtained from reputable nurseries in hardiness zones of comparable local climate range of DeKalb, Illinois and approved by the Owner or authorized representative. All trees and shrubs shall be dug prior to leafing out (bud break) in the spring or when plants have gone dormant in the fall, except for the following species which are only to be dug prior to leafing out in the spring: (The Owner reserves the right to expand this list upon submittal of the planting schedule.)

1. Quercus spp. (Oaks)
2. Ulmus spp. (Elms)

#### Inspection:

1. The Owner retains the right to inspect planting materials at any time for compliance with the contract documents including but not limited to latent defects and lack of protection or maintenance and to reject defective material.
2. All plant inspections shall take place during normal working hours. The Contractor shall be responsible for giving timely notice to the related parties and making all necessary arrangements for inspection.
3. Immediately and legally dispose of rejected materials off the site.

#### DELIVERY, STORAGE, AND HANDLING

Packaged Materials: Deliver in original unopened containers displaying weight, guaranteed chemical analysis and supplier's name or furnish in bulk with appropriate certificates. Protect from deterioration.

Plants: Schedule delivery to avoid storage on site. If planting does not occur on the same day as delivery, store in a location protected from sun and weather.

1. Do not shock trees and shrubs by pruning before delivery.
2. Cover to protect stock during transport. Plant material transported without cover shall be automatically rejected.

3. Bind stock to protect branches, bark, and overall shape during transport.
4. Balled and burlapped stock: Provide freshly dug stock unless otherwise approved.
5. Do not drop stock. Load and unload with care.
6. Deliver stock only after soil has been prepared. Schedule harvesting and delivery in quantities suitable for immediate planting upon arrival. Plant immediately. If planting cannot be accomplished immediately, provide shade, protect from wind, protect balls or roots from drying by covering at all times with moist saw dust, wood chips, shredded bark, peat moss, or other similar mulching material.

#### PROJECT CONDITIONS:

Schedule and coordinate with work of other sections and local seasons.

Utilities: Locate and avoid damage to underground utilities.

1. Excavation: Notify the Owner of any unforeseen conditions affecting plant growth (buried debris, etc.).
2. In order to protect existing trees, excavation in root zones may require the use of an air spade.

#### Planting Time:

1. For each type of landscape work required, place or install materials during normal planting seasons of the project locale.
  - a. Spring: March 15 through June 30
  - b. Fall: October 1 through November 30
2. For the select tree species requiring digging prior to leafing out in the spring and the affected plants underneath and adjacent: Plant during the spring planting season unless otherwise approved.
3. Frost-sensitive materials: Plant after last frost and well before frost season.
4. Plant only in thawed ground.
5. Dates are dependent on species of plant material and weather. May begin or end prior or after above dates as approved by Owner.

#### WARRANTIES:

General: Warranties shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the contract documents.

Upon notification from the Owner of substantial completion and acceptance, the Contractor shall guarantee all plant material be in healthy and flourishing condition for two (2) years, regardless of the time of the year or the conditions under which the plant material was installed.

During this guarantee period, when so directed by the Owner, the Contractor shall repair and replace at his own expense all defective or unsatisfactory landscape plant materials (those that are dead, dying, diseased, or lacking vigor).

Replace immediately unsatisfactory landscape materials (those dead or lacking vigor) with healthy and vigorous materials. Plant only during next occurring specified planting season. At the direction of the Owner,

either replace materials in borderline condition or extend the warranty covering such materials for one full growing season. Another inspection will be conducted at the end of the extended warranty period, if any, to determine acceptance or rejection.

#### INITIAL MAINTENANCE:

Initial Maintenance: The Contractor is responsible for maintenance of each area until it has been accepted by the Owner and the warranty period is formally started. Begin maintenance immediately upon delivery to the site and as each plant and each portion is planted, and continue until substantial completion of all plant materials.

Work Subject to Initial Maintenance: Perform maintenance work for all of the work installed under this contract.

Initial Maintenance of Plant Materials: Maintain all plantings in a healthy and vigorous condition. Watering is required. Initial maintenance of new planting consists of providing all labor, transport, and materials to accomplish watering, pruning, cultivating, replanting, weeding, mulching, tightening, and repairing of supports, repair of wrapping, cleaning, and furnishing and applying sprays as are necessary to keep the plants free of insects and disease. Initial maintenance shall be performed according to the objectives and procedures specified in the Landscape Maintenance Section of this specification.

Initial Maintenance Review: Initial maintenance review shall take place simultaneously with substantial completion review of the landscape plantings. If planting areas are found to be defective, make necessary replacements, as specified, continue initial maintenance for ten days, and request another inspection. If there are any deficiencies in the maintenance, the Contractor will be notified of these deficiencies in writing, and the work shall be subject to review before acceptance of landscape plantings.

## PRODUCTS

### Trees and Shrubs

Provide nursery or plantation grown stock, unless specifically indicated otherwise.

1. General: Well-branched and well-formed, sound, fibrous, healthy, and free from disease, sun-scald, windburn, abrasion, and harmful insects or insect eggs. Plant material shall have healthy, normal, and unbroken root systems.
2. Deciduous trees and shrubs: Symmetrically developed of uniform habit of growth with straight trunks or stems and free from objectionable disfigurements.
3. Provide stock complying in all respects with ANSI Z60.1 and in sizes indicated, measured in accordance with ANSI Z60.1. Larger sizes with larger roots and root containment may be furnished if approved by the Owner.
  - a. Do not spread or compress branches when measuring. Measure main body of branches; do not measure extreme tip to tips of single branches.
  - b. Pruning to size is not acceptable.
  - c. Up to 4 inches caliper, measure caliper at 5 inches above ground.
4. Tag each specimen of each variety of tree or shrub to indicate common and botanical name. Untagged specimens will be automatically rejected.

Shade and Ornamental Trees: Balled and burlapped (B & B).

Deciduous Shrubs: Balled and burlapped (B & B).

Equally sized container-grown stock will also be accepted.

### **Perennial Plants**

General: Provide field-grown or acclimatized container-grown plants from a commercial nursery, healthy, vigorous, of sizes indicated, and in accordance with ANSI Z60.1, Section 6, Young Plants.

Perennials: Field-grown plants. Root system shall fill the pot.

### **MISCELLANEOUS LANDSCAPE MATERIALS**

Organic Mulch: Free of deleterious materials, suitable for top dressing of plantings, and consisting of the following:

1. Shredded hardwood bark.
2. Fine southern yellow pine bark fines.

Antidesiccant: Film-forming emulsion, permeable to transpiration yet retarding to excessive moisture loss.

Products: The following products, provided they comply with requirements of the contract documents, will be among those considered acceptable:

1. Wilt-Pruf, Wilt-Pruf Products, Inc.

Staking and Guying Materials: (Per Owner's request only)

Stakes: Pressure-preservative treated lumber of sizes indicated; sound, straight and free of splits and knots larger than ¼ of the least nominal dimension of the piece. Sharpen end and chamfer sides of driven end to prevent splitting from off-center hammer strikes.

1. Wire: Galvanized mid steel wire, minimum 12 gauge; provide double strands.
2. Hose: Rubber or plastic garden hose.
3. Turnbuckles: Aluminum or galvanized steel.
4. Warning flaps: Fluorescent orange plastic surveyor's tape.

Tree Wrap Tape: Nurseryman's standard protective tape.

Sod: Source to be approved by the Owner.

### **EXECUTION**

#### **PREPARATION**

Layout: Lay out planting locations, mark with stakes, adjust locations if requested, and obtain the Owner's approval of locations before proceeding.

1. Protection of Existing Facilities: Protect all existing service lines and related structures encountered in work. Report any uncharted or incorrectly charted lines to the Owner for further direction.
2. Preparation of Planter Beds: Clean planters of all trash and debris before placement of soil amendment. Remove and legally dispose of debris off site.

3. Confirmation of Grades: Confirm grades prior to the start of work and at each interval requiring a change of operation. Depth of soil amendment mix shall be 12" minimum. Rough grades shall be within  $\frac{1}{10}$  foot of specified finish grades.
4. Structure Adjustments: Perform or coordinate final adjustments of any utility structure.
5. Finish Grading: Rake smooth and finish grade all planted areas. Crown of berms shall be raked smooth so that they form a compound, bell-shaped curve, not a point. Any undulations or irregularities on the surface shall be raked to smooth planes prior to planting. All areas shall slope to drain as indicated on drawings. Elevations in landscape areas after planting shall be  $\pm 0.10$  foot of the finished grades shown on the drawings. Grade disturbed by irrigation installation shall be restored to finish grade and raked smooth. Promptly plant and mulch all areas of amended soils to alleviate clay conditions (to avoid a cement or adobe crust formation).
6. Final Grades: Final grades of all planting areas, including beds and pits, after settling, shall be as shown on the drawings. Required final grades and elevations shall be as shown; or where none are indicated, final grades and elevations shall be even lines or planes between elevations shown, or between elevations shown and tops of paving or curb elevations shown. Verify grades established during final grading as being true to finish grades shown, and maintain such areas until the effective date to begin any operations.

#### Excavation for Trees and Shrubs

1. Pits, Beds, and Trenches: Excavate with sides vertical, bottom flat, but with high center for drainage. Deglaze sides and loosen bottom.
2. Minimum dimensions of individual pits (unless prevented by planter wall) are as follows:
  - a. Diameter:
    - (1) Ball or root spreads up to 2 feet: twice root spread.
    - (2) Ball or root spreads 2 to 4 feet: two feet greater than root spread.
    - (3) Ball or root spreads over 4 feet:  $1\frac{1}{2}$  times root spread.
  - b. Contractor shall ensure that root ball fits in planter without shaving or trimming.
  - c. Depth: Allow 9 inches of compacted planting soil beneath roots or ball and to set collar 1 inch below finish grade.
3. Remove all excavated subsoil from the site and dispose of legally. Do not backfill excavation with subsoil.

#### PLANTING TREES AND SHRUBS:

Setting Layer: Place and compact a layer of planting soil, of thickness indicated, in bottom of excavation.

Balled and Burlapped Stock: Set plants in excavation with top of ball to match adjacent finished grade. Add soil as required under ball to achieve plumb.

1. Remove burlap from top and sides of ball; retain burlap on bottom of ball. Untie all cords binding burlap to trunk. Remove all burlap and wire baskets from top  $\frac{1}{3}$  of the root ball.

2. Place backfill in 2- to 3-inch-thick layers. Work each layer by hand to compact backfill and eliminate voids. Maintain plumb during backfilling.
3. When backfilling is approximately  $\frac{2}{3}$  complete, saturate backfill with water and repeat until no more can be absorbed.
4. Place and compact remainder of backfill and water again.

Container-Grown Plants: Place and backfill as specified for balled and burlapped stock and as follows:

1. Immediately before placing, remove container.
2. Set and plumb plants. Place initial backfill and remove sides of container, taking care to avoid damage to root systems.

Form watering basin around trunk with backfill holding at least 5 gallons for shrubs and 10 gallons for trees. Apply a moisture retaining mulch.

Antidesiccant: Spray-apply, covering all portions of plant in accordance with manufacturer's instructions. If in full leaf, spray deciduous trees or shrubs at nursery just before and 2 weeks after transplanting.

Pruning: Remove dead or broken branches. Prune to retain typical growth habit of plants with as much height and spread as practicable. Make cuts with sharp instruments and flush with trunk or adjacent branch. Do not remove leaders from trees.

#### STAKING AND GUYING OF TREES (PER OWNER REQUEST ONLY):

##### Protection of Tree Trunks:

1. Inspect and, if necessary, treat trunks for physical damage or insect infestation.
2. Wrap trunks of trees of 2 inches and greater caliper using wrapping tape. Wrap from base to first branches.

Guy and stake trees the same day as planting (per Owner request only).

##### Staking:

1. Tree stakes: Use minimum 2-by-2 size wood stakes of length required to extend from 6 feet above grade to 18 inches below bottom of tree excavation.
2. Ties: Provide length of rubber or plastic hose to prevent wire loop from contracting tree trunk. Adjust to provide firm but not rigid support.

Guying: Place guys equally spaced around trunk, with top of guy 6 to 7 feet above grade, and at 45 degree angle to vertical. Provide length of rubber or plastic hose to prevent wire loop from contracting tree trunk. Provide one turnbuckle per guy. Adjust to provide firm but not rigid support.

Ground Stakes: Anchor guys for trees, of less than 6 inches caliper, using sharpened 2-by-4's not less than 30 inches long. Drive stakes at approximately 45 degree angle, with tops flush with, or slightly below, grade. Securely tie warning flaps at the  $\frac{1}{3}$  and  $\frac{2}{3}$  points of each guy wire.

Tree Support Schedule (per Owner request only): Stake trees greater than 2 inches in caliper located adjacent to pavement or other obstructions which prevent the installation of guy wires; number of stakes and ties as specified for guys.

#### PLANTING SMALL PLANTS:

##### Individual Plants:

1. Space plants as indicated on drawings or in schedule.
2. Open holes sized to accommodate roots, place plants at proper elevation, and backfill with planting soil, working carefully to avoid damage to roots and to leave no voids. Build up a small water basin of planting soil around each plant.

Water well immediately after planting. Do not wash soil onto crowns of plants.

Protection: Provide daily watering, straw mulch, or both, as necessary to protect plants from sun and wind until plants are fully recovered from transporting shock. Remove straw mulch when plants have attained healthy growth.

Weed Killer: At the Owner's request, apply a pre-emergence weed killer, replace plants adversely affected.

#### INSTALLATION OF MISCELLANEOUS MATERIALS:

Mulching: Mulch all plantings immediately after planting, as planting progresses, the same day as planted. Mulch all tree and shrub planting beds with 3" layer of specified shredded hardwood bark, and mulch with 3" fine southern yellow pine bark fines for all perennials, grasses, and ground covers. Mulch all planters in their entirety. Do not bury trunks, stems, leafy stems, or vines under mulch material.

#### CLEANUP AND PROTECTION

##### Cleanup:

1. Excess and waste material shall be removed daily.
2. When planting in an area has been completed, the area shall be cleared of all debris, soil piles, and containers.
3. Paving shall be cleaned when work in adjacent areas is completed.

Repairs: Any damage to existing landscape, paving, or other such features as a result of work related to this contract shall be repaired.

Protection: Protect landscape work and materials from damage due to landscape operations, operations by other subcontractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

#### METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Trees, shrubs, perennials, and grasses shall be measured as individual units installed at the planting locations indicated and shall be paid for at the contract unit price each for several kinds and sizes of TREES, SHRUBS, GRASSES, or PERENNIALS, as applicable, and such price shall include all labor, materials, and equipment necessary to perform the work as herein specified.

SHREDDED BARK MULCH, 3" shall be measured and paid for at the contract unit price per square yard and shall include all labor, materials, and equipment necessary to perform the work as herein specified. Traffic control and protection shall be considered incidental to the contract unit price. This item will not be paid by load tickets.

Excavation, prepared backfill, fertilizer nutrients, bracing, wrapping, and care of the plants shall be considered included in the contract and shall not be paid for separately.



Route FAU 5348  
Section 06-00160-02-WR  
County DeKalb

Marked Annie Glidden Road  
Project No. HPP-2295(002)

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.

Joel Mauer  
Signature

January 8, 2007  
Date

City Engineer  
Title

**1. Site Description**

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

This improvement consists of full-depth asphalt pavement reconstruction, full-depth asphalt widening and resurfacing, asphalt multi-use path, sidewalk, curb and gutter, storm sewer, pavement marking, landscaping, segmental concrete block wall, vinyl fence, and other appurtenant work necessary to complete the project.

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

- (1) Install and maintain temporary erosion control devices such as perimeter erosion barrier, temporary ditch checks, inlet and pipe protection, and temporary seeding.
- (2) Construct storm sewer within Stage 1.
- (3) Construct temporary pavement.
- (4) Construct storm sewer within Stage 2.
- (5) Construct the asphalt pavement, curb and gutter and sidewalk within Stage 2.
- (6) Construct storm sewer within Stage 3.
- (7) Construct the asphalt pavement, curb and gutter and multi-use path within Stage 3.
- (8) Complete construction of medians in Stage 4.
- (9) Complete final grading and other miscellaneous items.
- (10) Install permanent erosion control including seeding and sodding.

c. The total area of the construction site is estimated to be 4.1 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 3.5 acres.

d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.

e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.

f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

## 2. Controls

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

### a. Erosion and Sediment Controls

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

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

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

- (a) Temporary seeding will be placed as per Article 280.04(f). Seed Mixtures will depend on the time of year it is applied as per Article 1081.15(g).
- (b) Erosion control blanket will be installed over fill slopes and in high-velocity areas (i.e., ditches) that have been brought to final grade and seeded to protect slopes from erosion and allow seeds to germinate.
- (c) Temporary perimeter erosion barrier will be a silt filter fence that is placed adjacent to the areas of construction to intercept waterborne silt and prevent it from leaving the site.
- (d) Temporary ditch checks will be placed in swales and ditches as directed by the Engineer in order to prevent downstream erosion.
- (e) All areas disturbed by construction that aren't otherwise paved will be stabilized with seeding or sodding immediately following the finished grading.

- (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 silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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

Perimeter erosion barrier (silt fence) will be used at all areas where runoff from disturbed areas has the potential to travel offsite. Temporary ditch checks will be placed within proposed drainage swales and ditches as shown on the plans. Inlet protection will be installed where shown on plan at culvert and storm sewer inlets where runoff from disturbed areas is collected.

**b. Storm Water Management**

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

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

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

Catch basins with sumps will collect pavement drainage for sedimentation collection.

**c. Other Controls**

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

**d. Approved State or Local Plans**

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

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

All management practices, control, and provisions in this plan are in accordance with the IDOT "Standard Specifications for Road and Bridge Construction," IDOT-Highway Standards, and the Illinois Urban Manual.

**3. Maintenance**

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

During construction the Contractor shall clean and grade the work area to eliminate concentration of runoff, cover the open ends of pipes in trenches at the close of each working day, maintain or replace erosion and sediment control devices in a timely manner.

Temporary ditch checks, pipe and inlet protection devices, and perimeter erosion barriers shall have the sediment removed and be replaced as directed by the Engineer. Temporary seeding for erosion control shall be continuously implemented as directed by the Engineer.

All maintenance of erosion control systems will be the responsibility of the Contractor.

**4. Inspections**

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

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.

- d. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

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

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

#### **5. Non-Storm Water Discharges**

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



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

Project Information:

|         |                       |         |                           |
|---------|-----------------------|---------|---------------------------|
| Route   | <u>FAU 5348</u>       | Marked  | <u>Annie Glidden Road</u> |
| Section | <u>06-00160-02-WR</u> | Project | <u>HPP-2295(002)</u>      |
| County  | <u>DeKalb</u>         |         |                           |

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

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

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

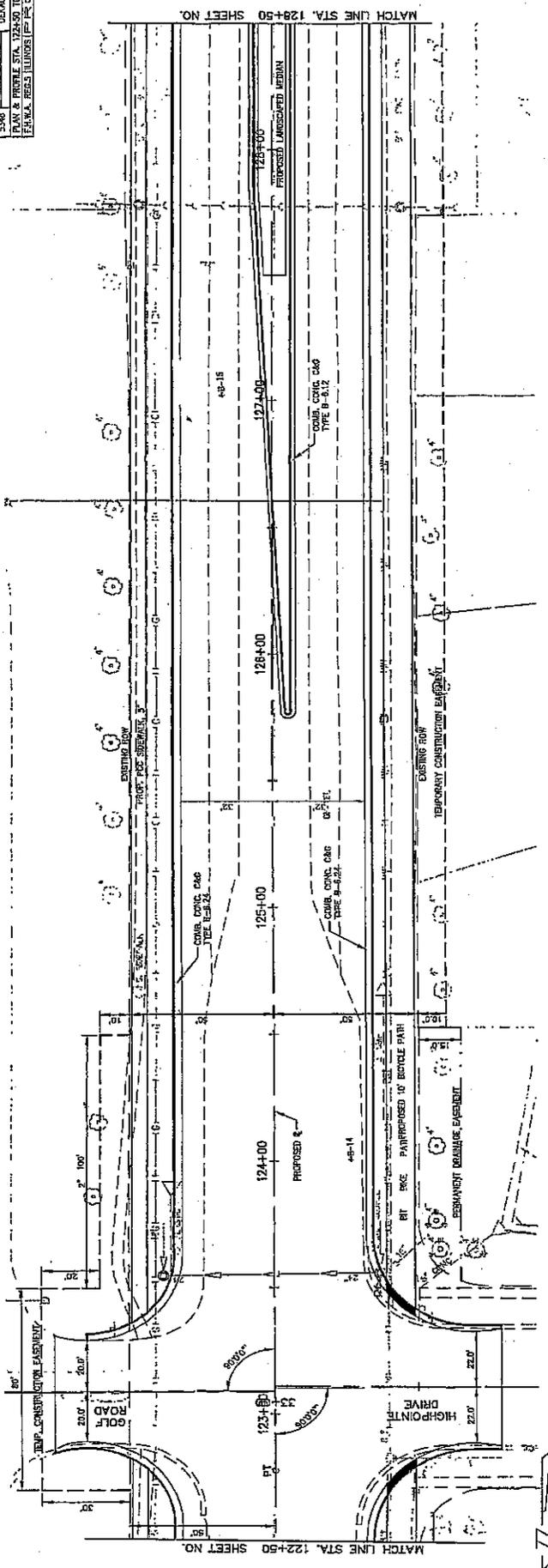
\_\_\_\_\_  
City State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

**SOILS INFORMATION**

|                     |               |              |
|---------------------|---------------|--------------|
| PLAN COUNTY SECTION | COUNTY        | SHEET NO.    |
| ROUTE               | STATE SECTION | DEPART.      |
| DATE & SCALE        | DATE & SCALE  | DATE & SCALE |
| DRAWN BY: [Name]    |               |              |
| CHECKED BY: [Name]  |               |              |
| APPROVED BY: [Name] |               |              |



ANNIE GIDDEN ROAD

SCALE 1" = 20'

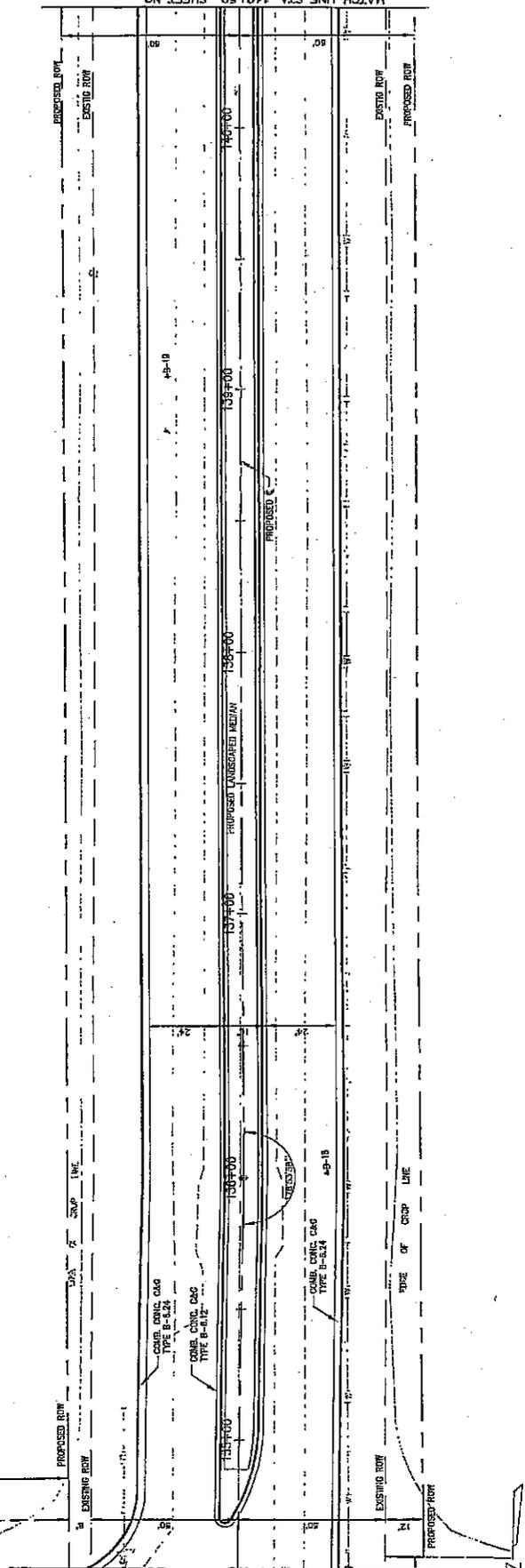
| Station | Soils              | Notes |
|---------|--------------------|-------|
| 122+50  | EXISTING & REMAINS |       |
| 123+00  | 874.00             |       |
| 123+50  | 874.18             |       |
| 124+00  | 874.33             |       |
| 124+50  | 874.43             |       |
| 125+00  | 874.58             |       |
| 125+50  | 874.78             |       |
| 126+00  | 875.05             |       |
| 126+50  | 875.23             |       |
| 127+00  | 875.40             |       |
| 127+50  | 875.58             |       |
| 128+00  | 875.93             |       |
| 128+50  | 876.10             |       |
| 862     |                    |       |
| 864     |                    |       |
| 866     |                    |       |
| 868     |                    |       |
| 870     |                    |       |
| 872     |                    |       |
| 874     |                    |       |
| 876     |                    |       |
| 878     |                    |       |
| 880     |                    |       |



COUNTY: ...  
 SHEET NO.: ...  
 PLAN & PROFILE STA. 134+50 TO STA. 140+50  
 F.A.W.A. 2005 MINNESOTA PROJECT

MATCH LINE STA. 140+50 SHEET NO.

MATCH LINE STA. 134+50 SHEET NO.



ANNIE GLADDEN ROAD

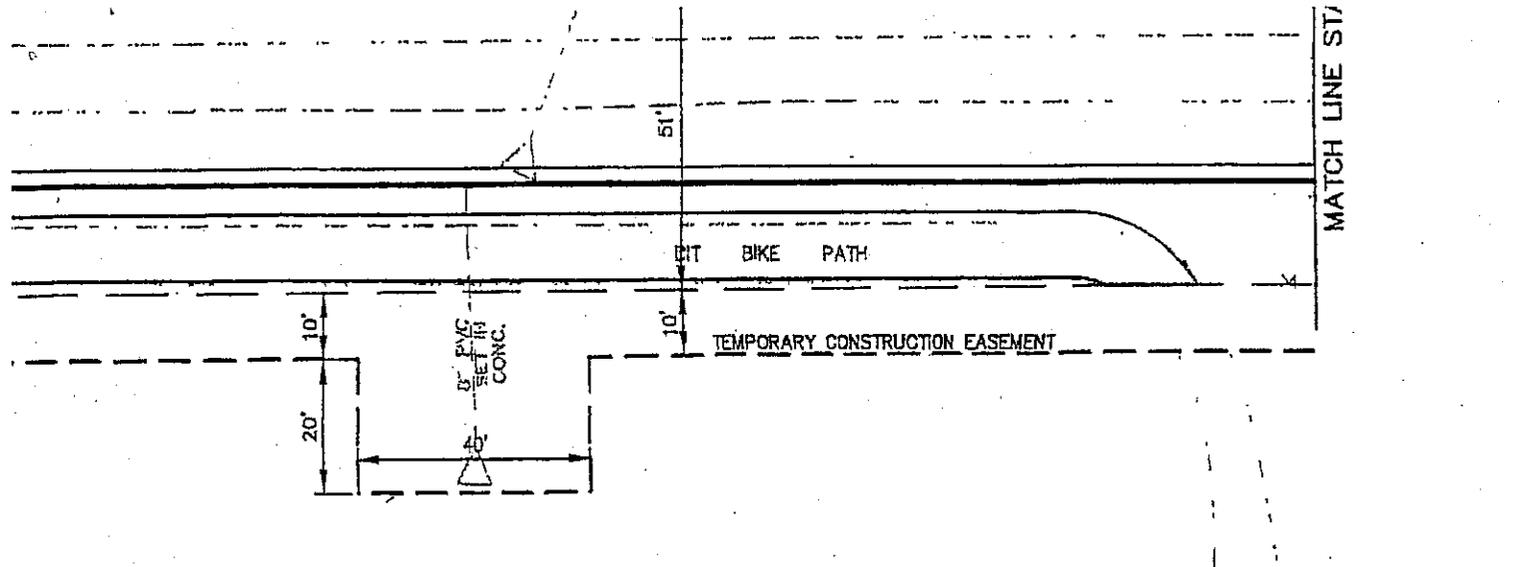
SCALE 1" = 20'

| Station | Proposed Elevation | Existing Elevation | Soil Type                       |
|---------|--------------------|--------------------|---------------------------------|
| 134+50  | 875.85             | 875.00             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 135+00  | 875.47             | 875.12             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 135+50  | 875.30             | 874.95             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 136+00  | 874.94             | 874.70             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 136+50  | 874.58             | 874.35             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 137+00  | 874.22             | 874.00             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 137+50  | 873.86             | 873.65             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 138+00  | 873.50             | 873.30             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 138+50  | 873.14             | 872.95             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 139+00  | 872.78             | 872.60             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 139+50  | 872.42             | 872.25             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 140+00  | 872.06             | 871.90             | BROWN SILTY CLAY (LOAM A-B (C)) |
| 140+50  | 871.70             | 871.55             | BROWN SILTY CLAY (LOAM A-B (C)) |









|                                |        |  |  |        |                  |  |  |        |        | 882    |  |  |        |        |  |  |        |        |
|--------------------------------|--------|--|--|--------|------------------|--|--|--------|--------|--------|--|--|--------|--------|--|--|--------|--------|
|                                |        |  |  |        |                  |  |  |        |        | 880    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 878    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 876    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 874    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 872    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 870    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 868    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 866    |  |  |        |        |  |  |        |        |
|                                |        |  |  |        |                  |  |  |        |        | 864    |  |  |        |        |  |  |        |        |
| 875.48                         | 875.75 |  |  | 875.45 | 875.93           |  |  | 876.05 | 875.36 | 876.00 |  |  | 875.22 | 875.82 |  |  | 875.09 | 875.55 |
| 132+50                         |        |  |  | 133+00 |                  |  |  | 133+50 |        |        |  |  | 134+00 |        |  |  | 134+50 |        |
| B-17                           |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| TOPSOIL 8"                     |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| VPI STA = 132+50               |        |  |  |        | VPI STA = 133+55 |  |  |        |        |        |  |  |        |        |  |  |        |        |
| ELEV = 875.75                  |        |  |  |        | ELEV = 876.05    |  |  |        |        |        |  |  |        |        |  |  |        |        |
| NO V.C.                        |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| BLOWS Qp Mc                    |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| 3-5-6 3.5 20.4                 |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| 5-4-5 3.5 18.8                 |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| 2-5-2 2.5 18.8                 |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |
| BROWN SILTY CLAY LOAM A-6 (CL) |        |  |  |        |                  |  |  |        |        |        |  |  |        |        |  |  |        |        |



EXISTING ROW

PROPOSED ROW

880

B-19

878

TOPSOIL 17'

VPI STA = 140+00  
ELEV = 675.46  
NO. V.C.

876

BLOWS Qp Mc

0.46%

874

0.35%

4-4-5 2.25 21.5

LL-28 PI-11 A-6(5)  
(CL) SSR (POOR)  
BR:2 116.5 POF 13.9% Mc

872

BROWN SILTY CLAY  
LOAM A-6 (CL)

4-4-5 1.0 17.2

870

2-3-4 1.0 21.1

868

866

864

862

873.91  
874.14

138+50

873.68  
873.92

139+00

873.47  
873.69

139+50

873.21  
873.46

140+00

872.90  
873.29

140+50

## CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

### "SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide ( $SO_3$ ), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

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

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

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

80166

## **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)**

Effective: September 1, 2000

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DOWEL BARS (BDE)**

Effective: April 1, 2007

Revise the fifth sentence of Article 1006.11(b) of the Standard Specifications to read:

“The bars shall be epoxy coated according to AASHTO M 284, except the thickness of the epoxy shall be 7 to 12 mils (0.18 to 0.30 mm).”

80178

69a.

## **EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)**

Effective: April 1, 2007

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

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

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

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

80180

## ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

Revised: April 1, 2007

Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".

Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS;".

Page 345 Article 505.08(l). In the third line of the first paragraph change "1/8 mm" to "1/8 in.".

Page 345 Article 505.08(l). In the nineteenth line of the first paragraph change "is" to "in".

Page 383 Article 516.04(b)(1). In the fifth line of the first paragraph change "drillingpouring" to "pouring".

Page 390 Article 520.02(h). Change "1027.021" to "1027.01".

Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:

"Excavation in rock will be measured for payment according to Article 502.12.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."

Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:

"Excavation in rock will be paid for according to Article 502.13.

Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."

Page 435 Article 542.04(b). Delete the last sentence of the last paragraph.

Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".

Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.

Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.

Page 586 Article 701.19. Add the following subparagraph to this Article:

"(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."

- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
- "(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".
- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- | Page 800 Article 1030.05(a)(12). Revise "Dust Collection Factor" to "Dust Correction Factor".
- | Page 800 Article 1030.05(a)(14). Revise the first occurrence of Article 1030.05(a)(14) to Article 1030.05(a)(13).
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 µm)" to "(600 µm)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".

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80168

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

Effective: January 1, 2005

Revised: January 1, 2007

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

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

80142

## **MULTILANE PAVEMENT PATCHING (BDE)**

Effective: November 1, 2002

Pavement broken and holes opened for patching shall be completed prior to weekend or holiday periods. Should delays of any type or for any reason prevent the completion of the work, temporary patches shall be constructed. Material able to support the average daily traffic and meeting the approval of the Engineer shall be used for the temporary patches. The cost of furnishing, placing, maintaining, removing and disposing of the temporary work, including traffic control, shall be the responsibility of the Contractor.

80082

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

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

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

80022

## PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

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

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

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

Revise Article 253.16 of the Standard Specifications to read:

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

Revise Article 253.17 of the Standard Specifications to read:

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

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

80148

**PRECAST CONCRETE HANDLING HOLES (BDE)**

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

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

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

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs ..... 1042.16”

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

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

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

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

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

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

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

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

Add the following to Section 1042 of the Standard Specifications:

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

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

The plug shall be according to the following.

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

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

80171

## RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: April 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Max RAP Percentage

| HMA MIXTURES <sup>1/, 3/</sup> | MAXIMUM % RAP         |                        |         |                  |
|--------------------------------|-----------------------|------------------------|---------|------------------|
|                                | Ndesign               | Binder/Leveling Binder | Surface | Polymer Modified |
| 30                             | 30                    | 30                     | 10      | 10               |
| 50                             | 25                    | 15                     | 10      | 10               |
| 70                             | 15 / 25 <sup>2/</sup> | 10 / 15 <sup>2/</sup>  | 10      | 10               |
| 90                             | 10                    | 10                     | 10      | 10               |
| 105                            | 10                    | 10                     | 10      | 10               |

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

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

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

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

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

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

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

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

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

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

(b) Batch Plants.

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

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

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

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

80172

## REFLECTIVE CRACK CONTROL TREATMENT (BDE)

Effective: April 1, 2006

Revised: January 1, 2007

Revise the third sentence of the first paragraph of Article 443.01 of the Standard Specifications to read:

“Strip reflective crack control treatment shall be either System A, B, C, or D at the option of the Contractor.”

Add the following to Article 443.02 of the Standard Specifications:

“(c) Hot-Poured Joint Sealer ..... 1050.02”

Revise Article 443.09 of the Standard Specifications to Article 443.10.

Revise Article 443.10 of the Standard Specifications to Article 443.11.

Add the following Article to the Standard Specifications:

“**Article 443.09 Reflective Crack Control System D.** The stress relief membrane shall be applied when the surface temperature is a minimum of 50 °F (10 °C) and rising.

(a) Tack Coat Placement for Membrane. The tack coat shall be applied to the existing surface using one of the following methods.

- (1) A hand held wand with a nozzle that produces a fan shaped spray to apply the tack coat evenly according to the rate specified by the manufacturer.
- (2) A hand held wand without a spray nozzle. The tack coat shall be spread with a squeegee according to the rate specified by the manufacturer.
- (3) A distributor bar attached to a distributor truck, for longitudinal applications only. The distributor bar nozzles shall be set at 20 degrees to the axis of the bar and the tack coat shall be applied according to the rate specified by the manufacturer. Application of the tack coat directly from a distributor bar attached to a distributor truck will not be permitted for transverse applications.

The maximum width of the tack coat application shall be such that the tack coat extends a maximum 1 1/2 in. (40 mm) on both sides of the stress relief membrane strip.

The use of emulsified asphalts and/or cutbacks is prohibited for use as a tack to bond the stress relief membrane to the existing pavement surface.

(b) Stress Relief Membrane Placement. The open grid woven polyester side of the material shall be placed up with the nonwoven side placed into the tack. The stress relief

membrane shall be centered over the crack or joint on the existing surface and with a minimum of 6 in. (150 mm) of the membrane extending beyond the edges of the joint.

The material shall be laid smooth with no uplifted edges. The stress relief membrane shall be placed and rolled immediately with a riding static drum roller or a rubber tire roller. A maximum of three minutes shall pass between the first and second rolling efforts.

The stress relief membrane shall be butted where transverse and longitudinal joints meet or where two rolls must be joined. When required, the stress relief membrane shall be cut with a razor knife from the woven polyester side.

The stress relief membrane shall be placed at least two hours in advance of paving operations. If application must immediately precede the paving operation, hot-poured joint sealer may be required as a tack coat to bond the stress relief membrane to the existing surface.

(c) Traffic Exposure. Exposing the membrane to traffic shall be minimized. Small amounts of washed sand may be used to blot excess asphalt cement tack coat when necessary to facilitate movement of traffic or construction equipment over the membrane prior to placement of the overlay. Damaged membranes shall be removed and replaced.

(d) Paving Tack Coat/Paving. Paving operations shall only begin when the membrane is thoroughly bonded to the existing surface. The membrane may be exposed to moisture and rain prior to the application of the overlay, however, the stress relief membrane must be dry at the time the overlay is placed.

A slow-set emulsified asphalt paving tack coat (such as SS-1, SS-1h, CSS-1, or CSS-1h) shall be applied prior to paving over the membrane. Cutback asphalts shall not be used. Hot-mix asphalt or dry washed sand may be placed ahead of the paver if the membrane is sticking to the tires of the paving equipment. The minimum asphalt overlay thickness (total) shall be 2 in. (50 mm) compacted.

When using a vibratory roller for compaction, it shall be set to the lowest amplitude and highest frequency settings."

Add the following Article to the Standard Specifications:

**"1062.04 Reflective Crack Control System D.** The stress relief membrane shall be 36 in. (900 mm) wide and 0.15 in. (4 mm) thick and shall be a system of materials manufactured in a composite three layer fashion with the following properties.

| Stress Relief Membrane |       |             |
|------------------------|-------|-------------|
| Property               | Value | Test Method |

|                              |                                     |  |
|------------------------------|-------------------------------------|--|
| Cold Flex                    | No cracking or separation of fabric | ASTM D 146 (modified)                        |
| Tensile Strength (Peak)      | 4,000 psi (700 N/mm) min.           | ASTM D 412 (modified)                        |
| Elongation (at Peak Tensile) | 10% min.                            | ASTM D 412 (modified)                        |
| Weight                       | 0.76 lbs/sq ft (3.7 kg/sq m)        |  |
| Density (mastic)             | 69 lbs/cu ft (1100 kg/cu m) min.    | ASTM D 70                                    |
| Thickness                    | 0.15 in. (4 mm)                     | ASTM E 154-93 Subsection 10.0<br>ASTM D 1790 |
| Absorption (mastic)          | 1 % max.                            | ASTM D 517                                   |
| Brittleness                  | Passes                              | ASTM D 517                                   |
| Softening Point (mastic)     | 220 °F (104 °C)                     | ASTM D 36                                    |

The bottom layer of the composite shall be a low strength, nonwoven, geotextile and shall be according to AASHTO M 288-92. The bottom geotextile shall be designed to fully bond with the existing pavement with the help of a tack coat. It shall be capable of accommodating sufficiently large stresses at the joint/crack without breaking its bond with the slab. The middle layer of the composite shall be a viscoelastic membrane designed to prevent water entry into the pavement through the cracks and/or joints in the pavement. It also acts as a stress absorbing member interlayer between the overlay and the underlying pavement. The top layer shall be a high strength woven geotextile with a tensile strength of 4,000 psi (700 N/mm) at five percent strain according to ASTM D 4595. The top geotextile shall be designed to fully bond with the overlay and provide high stiffness and reinforcement to the overlay.

The stress relief membrane shall be stored in an inside enclosure with temperatures not exceeding 120 °F (49 °C). Any material that becomes wet prior to installation shall be removed from the jobsite and discarded.

The grade of asphalt binder tack coat shall be PG 64-22, PG 58-28, or PG 52-28 and shall meet the requirements of Article 1032.05.

Emulsified asphalt for tack coat shall be SS-1, SS-1h, CSS-1, CSS-1h, CSS1hP, or SS-1hP and shall meet the requirements of Article 1032.06.

The manufacturer shall furnish a certification with each shipment of stress relief membrane, stating the amount of product furnished, and that the material complies with these requirements."

80160

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

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

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

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

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

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

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

80183

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

80151

**SEEDING (BDE)**

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

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

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

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

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

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

80131

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

Effective: November 1, 2005

Revised: January 1, 2007

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

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

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

80152

## SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

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

Usage. Self-consolidating concrete may be used for precast concrete products.

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

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

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

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

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

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

80132

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

Effective: April 2, 2004

Revised: April 1, 2007

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

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

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

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

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

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

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

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars  
Q = quantity of steel incorporated into the work, in lb (kg)  
D = price factor, in dollars per lb (kg)

$$D = CBP_M - CBP_L$$

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

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

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

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

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

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

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

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

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

**Attachment**

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

Return With Bid

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**OPTION FOR  
STEEL COST ADJUSTMENT**

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

Contract No.: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Contractor's Option:**

Is your company opting to include this special provision as part of the contract plans?

Yes

No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

80127

**SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)**

Effective: April 2, 2005

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

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

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

80143

## TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

"Temporary ditch checks shall be constructed with rolled excelsior, products from the Department's approved list, or with aggregate when specified."

Revise Article 1081.15(f) of the Standard Specifications to read:

"(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm)."

80087

## THERMOPLASTIC PAVEMENT MARKINGS (BDE)

Effective: January 1, 2007

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

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

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

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

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

White: Daylight Reflectance .....75 percent min.

\*Yellow: Daylight Reflectance .....45 percent min.

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

|   |       |       |       |        |
|---|-------|-------|-------|--------|
| x | 0.490 | 0.475 | 0.485 | 0.530  |
| y | 0.470 | 0.438 | 0.425 | 0.456" |

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

- "k. Accelerated Weathering. After heating the thermoplastic for four hours  $\pm$  five minutes at  $425 \pm 3$  °F ( $218.3 \pm 2$  °C) the thermoplastic shall be applied to a steel wool abraded aluminum alloy panel (Federal Test Std. No. 141, Method 2013) at a film thickness of 30 mils (0.70 mm) and allowed to cool for 24 hours at room temperature. The coated panel shall be subjected to accelerated weathering

using the light and water exposure apparatus (fluorescent UV - condensation type) for 75 hours according to ASTM G 53 (equipped with UVB-313 lamps).

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

80176

**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 one(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.

20338

**WATER BLASTER WITH VACUUM RECOVERY (BDE)**

Effective: April 1, 2006

Revised: January 1, 2007

Add the following to Article 783.02 of the Standard Specifications.

“(c) Water Blaster with Vacuum Recovery ..... 1101.12”

Revise Article 1101.12 of the Standard Specifications to read.

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

80163

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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"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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**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

### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.