

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 47

RETURN WITH BID

Proposal Submitted By
Name
Address
City

## Letting September 19, 2008

**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. 85393  
WINNEBAGO County  
Section 98-00480-00-BR (Rockford)  
Route FAP 734 (Il 251)  
Project BRF-0734(037)  
District 2 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

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Questions Regarding	Call
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Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

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

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

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

**Contract No. 85393  
WINNEBAGO County  
Section 98-00480-00-BR (Rockford)  
Project BRF-0734(037)  
Route FAP 734 (Il 251)  
District 2 Construction Funds**

**0.24 mile reconstruct and widen IL Route 251 including relocate Keith Creek, remove existing bridge, construct box culvert and pedestrian bridge, PCC pavement, sewer and traffic signals from Pope Street to Buckbee Street in Rockford.**

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.**

**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-92-079-05  
 PPS NBR - 2-10015-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85393

ECMS002 DTGECM03 ECMR003 PAGE 1  
 RUN DATE - 07/09/08  
 RUN TIME - 210631

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE		
WINNEBAGO	201	02	98-0480-00-BR (ROCKFORD)	BRF-0734/037/000	FAP 734		
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
XX000648	SEEDING SPL	SQ YD	4,743.000	=			
XX000868	SELECT GRAN BACKFILL	CU YD	4,907.000	=			
XX000968	INLETS T700	EACH	13.000	=			
XX001047	VALVE VAULTS ABANDON	EACH	7.000	=			
XX001429	FORM LINER TEX SURF	SQ YD	55.000	=			
XX002082	SAN SEW REMOV 24	FOOT	100.000	=			
XX003358	SAN MAN 5	EACH	2.000	=			
XX003803	SAN SEWER SERVICE 6	FOOT	226.000	=			
XX004010	OPIC4 C&R IN CONTRLR	EACH	1.000	=			
XX004011	TOMAR EVP SIG SENSOR	EACH	2.000	=			
XX004707	CONN TO EX W MAIN 4	EACH	2.000	=			
XX005773	CONN TO EX W MAIN 12	EACH	2.000	=			
XX005963	ANTI-GRAFFITI COATING	SQ FT	500.000	=			
XX006241	GATE VALVE & BOX 8	EACH	1.000	=			
XX006261	STL CAS P AUG/JKD 20"	FOOT	160.000	=			

FAP 734  
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 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX007263	GATE VALVE W/ BOX 4	EACH	1.000	=			
XX007537	ELCBL C EVP NO. 14 2C	FOOT	335.000	=			
XX007538	ELCBL C EVP NO. 16 3C	FOOT	335.000	=			
XX007539	PLUG WATER MAIN 12"	EACH	2.000	=			
XX007540	SAN SEWER SERVICE 4"	FOOT	305.000	=			
XX007541	BUTTERFLY VALVE 12 WV	EACH	3.000	=			
XX007542	WATER SERVICE PROTECT	FOOT	154.000	=			
XX007543	1" COPPER SERV COMPL	EACH	9.000	=			
XX007544	SAN (9" DROP) MAN 5	EACH	1.000	=			
XX007545	SAN (10" DROP) MAN 5	EACH	1.000	=			
XX007546	SAN (12" DROP) MAN 6	EACH	1.000	=			
XX007547	SAN (12" DROP) MAN 6 S	EACH	1.000	=			
XX007548	GRAN CRADL INITIAL BF	CU YD	1,280.000	=			
XX007549	INLET T700 (DRIVEWAY)	EACH	1.000	=			
X0320374	PLUG EX SAN SEWERS	EACH	5.000	=			

FAP 734  
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 WINNEBAGO

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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 CONTRACT NUMBER - 85393

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0320591	SAN MAN REMOVED	EACH	2.000	=			
X0322508	PED TRUSS SUPERSTR	SQ FT	889.000	=			
X0322923	SEGMENT CONC BLK WALL	SQ FT	1,024.000	=			
X0324082	RIFLE STRUCTURE	EACH	3.000	=			
X0324440	CONN TO EX W MAIN 8	EACH	1.000	=			
X0325055	CONC MED SURF STAMPG	SQ FT	1,625.000	=			
X5640175	FIRE HYDRANT COMPLETE	EACH	3.000	=			
Z0005400	BREAKER-RUN CR STONE	TON	1,948.000	=			
Z0012450	CONCRETE STEPS	CU YD	3.980	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000	=			
Z0057100	SAN SEW 12	FOOT	350.000	=			
Z0057400	SAN SEW 21	FOOT	16.000	=			
Z0057500	SAN SEW 24	FOOT	937.000	=			
Z0076600	TRAINEES	HOURL	1,000.000	=	0.80	=	800.00
20100110	TREE REMOV 6-15	UNIT	397.000	=		=	

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20100210	TREE REMOV OVER 15	UNIT	664.000	=			
20100500	TREE REMOV ACRES	ACRE	0.540	=			
20200410	EARTH EXCAVATION SPL	CU YD	26,278.000	=			
20201200	REM & DISP UNS MATL	CU YD	750.000	=			
20300100	CHANNEL EXCAV	CU YD	8,776.000	=			
20700220	POROUS GRAN EMBANK	CU YD	265.000	=			
20800150	TRENCH BACKFILL	CU YD	260.000	=			
21101615	TOPSOIL F & P 4	SQ YD	5,663.000	=			
25000400	NITROGEN FERT NUTR	POUND	635.000	=			
25000500	PHOSPHORUS FERT NUTR	POUND	635.000	=			
25000600	POTASSIUM FERT NUTR	POUND	635.000	=			
25000900	SEEDING CL 1 SPL	ACRE	7.060	=			
25100630	EROSION CONTR BLANKET	SQ YD	3,874.000	=			
25200200	SUPPLE WATERING	UNIT	5.000	=			
28000300	TEMP DITCH CHECKS	EACH	1.000	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
28000400	PERIMETER EROS BAR	FOOT	1,038.000	=	=	=	=
31100910	SUB GRAN MAT A 12	SQ YD	10,229.000	X	=	=	=
40800050	INCIDENTAL HMA SURF	TON	135.000	X	=	=	=
42000411	PCC PVT 9 1/2 JOINTD	SQ YD	9,433.000	X	=	=	=
42001300	PROTECTIVE COAT	SQ YD	11,000.000	X	=	=	=
42300300	PCC DRIVEWAY PAVT 7	SQ YD	1,116.000	X	=	=	=
42400200	PC CONC SIDEWALK 5	SQ FT	14,040.000	X	=	=	=
42400800	DETECTABLE WARNINGS	SQ FT	100.000	X	=	=	=
44000155	HMA SURF REM 1 1/2	SQ YD	1,024.000	X	=	=	=
50100100	REM EXIST STRUCT	EACH	1.000	X	=	=	=
50200100	STRUCTURE EXCAVATION	CU YD	52.000	X	=	=	=
50300225	CONC STRUCT	CU YD	105.300	X	=	=	=
50300280	CONCRETE ENCASEMENT	CU YD	119.500	X	=	=	=
50800105	REINFORCEMENT BARS	POUND	11,860.000	X	=	=	=
51200956	FUR M S PILE 12X0.179	FOOT	970.000	X	=	=	=

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
51202305	DRIVING PILES	FOOT	970.000	=			
51203200	TEST PILE MET SHELLS	EACH	3.000	=			
51500100	NAME PLATES	EACH	1.000	=			
54011111	PCBC 11X11	FOOT	396.000	=			
54248515	CONCRETE COLLAR	EACH	4.000	=			
550A0050	STORM SEW CL A 1 12	FOOT	325.000	=			
550A0090	STORM SEW CL A 1 18	FOOT	298.000	=			
550A0380	STORM SEW CL A 2 18	FOOT	94.000	=			
550A0680	STORM SEW CL A 3 18	FOOT	45.000	=			
56100900	WATER MAIN 12	FOOT	1,282.000	=			
56400500	FIRE HYDNTS TO BE REM	EACH	3.000	=			
60218400	MAN TA 4 DIA T1F CL	EACH	5.000	=			
60221100	MAN TA 5 DIA T1F CL	EACH	2.000	=			
60242500	INLETS SPL N1	EACH	9.000	=			
60255500	MAN ADJUST	EACH	7.000	=			

FAP 734  
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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60258000	MAN RECONST SPL	EACH	1.000	=			
60265700	VV ADJUST	EACH	3.000	=			
60266500	VV REMOVED	EACH	10.000	=			
60500040	REMOV MANHOLES	EACH	1.000	=			
60500060	REMOV INLETS	EACH	11.000	=			
60500105	FILL MANHOLES	EACH	18.000	=			
60500305	FILL INLETS	EACH	2.000	=			
60609100	COMB CC&G TM6.06 VMGF	FOOT	43.000	=			
60610400	COMB CC&G TM6.24	FOOT	3,119.000	=			
60618300	CONC MEDIAN SURF 4	SQ FT	1,625.000	=			
60621900	CONC MED TSM SPL	SQ FT	496.000	=			
60624600	CORRUGATED MED	SQ FT	185.000	=			
60625900	PCC RAMP MED TERM	EACH	2.000	=			
61140200	STORM SEWER SPEC 12	FOOT	335.000	=			
61140600	STORM SEWER SPEC 18	FOOT	43.000	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
67000400	ENGR FIELD OFFICE A	CAL MO	20.000	X	=		
67100100	MOBILIZATION	L SUM	1.000	X	=		
70101700	TRAF CONT & PROT	L SUM	1.000	X	=		
70103815	TR CONT SURVEILLANCE	CAL DA	300.000	X	=		
70300100	SHORT-TERM PAVT MKING	FOOT	586.000	X	=		
70301000	WORK ZONE PAVT MK REM	SQ FT	196.000	X	=		
78001100	PT PVT MK LTRS & SYMB	SQ FT	369.600	X	=		
78001110	PAINT PVT MK LINE 4	FOOT	2,948.000	X	=		
78001130	PAINT PVT MK LINE 6	FOOT	875.000	X	=		
78001140	PAINT PVT MK LINE 8	FOOT	399.000	X	=		
78001150	PAINT PVT MK LINE 12	FOOT	167.000	X	=		
78001180	PAINT PVT MK LINE 24	FOOT	288.000	X	=		
78100100	RAISED REFL PAVT MKR	EACH	97.000	X	=		
80500100	SERV INSTALL TY A	EACH	1.000	X	=		
81012600	CON T 2 PVC	FOOT	253.000	X	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT NUMBER - 85393

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 RUN DATE - 07/09/08  
 RUN TIME - 210631

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
81012700	CON T 2 1/2 PVC	FOOT	26.000	=		
81012800	CON T 3 PVC	FOOT	8.000	=		
81012900	CON T 3 1/2 PVC	FOOT	273.000	=		
81013000	CON T 4 PVC	FOOT	10.000	=		
81400100	HANDHOLE	EACH	2.000	=		
81400300	DBL HANDHOLE	EACH	1.000	=		
81702110	EC C XLP USE 1C 10	FOOT	694.000	=		
81702130	EC C XLP USE 1C 6	FOOT	347.000	=		
81900200	TR & BKFIL F ELECT WK	FOOT	570.000	=		
82103250	LUM SV HOR MT PC 250W	EACH	3.000	=		
85700200	FAC T4 CAB	EACH	1.000	=		
87301215	ELCBL C SIGNAL 14 2C	FOOT	633.000	=		
87301225	ELCBL C SIGNAL 14 3C	FOOT	670.000	=		
87301245	ELCBL C SIGNAL 14 5C	FOOT	1,065.000	=		
87301255	ELCBL C SIGNAL 14 7C	FOOT	349.000	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
87301515	ELCBL C LEAD 18 3PR	FOOT	657.000	=		
87301805	ELCBL C SERV 6 2C	FOOT	225.000	=		
87502480	TS POST GALVS 14	EACH	1.000	=		
87702840	STL COMB MA&P 22	EACH	1.000	=		
87702930	STL COMB MA&P 40	EACH	1.000	=		
87702960	STL COMB MA&P 46	EACH	1.000	=		
87800100	CONC FDN TY A	FOOT	3.000	=		
87800200	CONC FDN TY D	FOOT	3.500	=		
87800400	CONC FDN TY E 30D	FOOT	10.000	=		
87800415	CONC FDN TY E 36D	FOOT	26.000	=		
88040070	SH P LED 1F 3S BM	EACH	2.000	=		
88040090	SH P LED 1F 3S MAM	EACH	6.000	=		
88040150	SH P LED 1F 5S BM	EACH	1.000	=		
88040160	SH P LED 1F 5S MAM	EACH	1.000	=		
88102717	PED SH LED 1F BM CDT	EACH	4.000	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
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 CONTRACT NUMBER - 85393

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 RUN DATE - 07/09/08  
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
88200410	TS BACKPLATE L F PLAS	EACH	7.000		=		
88500100	INDUCTIVE LOOP DETECT	EACH	3.000		=		
88600100	DET LOOP T1	FOOT	411.000		=		
88800100	PED PUSH-BUTTON	EACH	4.000		=		
TOTAL				\$			

NOTE:

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

## 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.

## RETURN WITH BID

### **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, Section 50-60(c), provides:

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.

## RETURN WITH BID

### **M. Disclosure of Business Operations in Iran**

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

## TO BE RETURNED WITH BID

### IV. DISCLOSURES

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

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

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

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

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

2. 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 check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

### CERTIFICATION STATEMENT

**I have determined that the Form A disclosure information previously submitted 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)



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

\_\_\_\_\_  
Date

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

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES \_\_\_ NO \_\_\_  
(Note: Only one set of forms needs to be completed 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. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

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

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

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

**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 \$102,600.00 (60% of the Governor's salary as of 7/1/07). (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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \_\_\_

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

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

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \$102,600.00, (60% of the salary of the Governor as of 7/1/07) 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 \$102,600.00, (60% of the Governor's salary as of 7/1/07) 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 \_\_\_

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(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:  \_\_\_\_\_  
Signature of Individual or Authorized Representative Date

**NOT APPLICABLE STATEMENT**

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

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

\_\_\_\_\_  
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 CHECKED**

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

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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



**RETURN WITH BID**

**Contract No. 85393  
WINNEBAGO County  
Section 98-00480-00-BR (Rockford)  
Project BRF-0734(037)  
Route FAP 734 (II 251)  
District 2 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. 85393  
WINNEBAGO County  
Section 98-00480-00-BR (Rockford)  
Project BRF-0734(037)  
Route FAP 734 (II 251)  
District 2 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

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

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

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

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

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

their respective officers this day of A.D.,

PRINCIPAL

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
County of

I, , a Notary Public in and for said County, do hereby certify that
and
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this day of A.D.
My commission expires
Notary Public

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

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

# PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

**Contract No. 85393**  
**WINNEBAGO County**  
**Section 98-00480-00-BR (Rockford)**  
**Project BRF-0734(037)**  
**Route FAP 734 (Il 251)**  
**District 2 Construction Funds**



**Illinois Department of Transportation**



## NOTICE TO BIDDERS

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

**Contract No. 85393  
WINNEBAGO County  
Section 98-00480-00-BR (Rockford)  
Project BRF-0734(037)  
Route FAP 734 (II 251)  
District 2 Construction Funds**

**0.24 mile reconstruct and widen IL Route 251 including relocate Keith Creek, remove existing bridge, construct box culvert and pedestrian bridge, PCC pavement, sewer and traffic signals from Pope Street to Buckbee Street in Rockford.**

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

By Order of the  
Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

85393

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2008

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

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

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RECURRING SPECIAL PROVISIONS

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

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**CITY OF ROCKFORD  
SECTION 98-00480-00-BR & 03-00522-00-TL  
KISHWAUKEE STREET  
BUCKBEE STREET TO POPE STREET**

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LR SD 12		Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13		Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102		Protests on Local Lettings	Jan. 1, 2007	
LR 105		Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3		Disadvantaged Business Enterprise Participation	Jan. 1, 2007	
LR 107-4	84	X Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212		Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1		Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2		Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3		Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402		Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2		Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	85	X Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004		Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013		Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1032-1		Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2		Multigrade Cold Mix Asphalt	Jan. 1, 2007	Feb. 1, 2007
LR 1102		Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

**BDE SPECIAL PROVISIONS**  
For the August 1 and September 19, 2008 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
80186	86	X Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	June 1, 1989	Jan. 2, 2007
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
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	89	X Cement	Jan. 1, 2007	Nov. 1, 2007
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193		Concrete Barrier	Jan. 1, 2008	
80177		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	92	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
80178	100	X Dowel Bars	April 1, 2007	Jan. 1, 2008
80167	101	X Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80179		Engineer's Field Office Type A	April 1, 2007	Aug. 1, 2008
* 80205		Engineer's Field Office Type B	Aug. 1, 2008	
80175		Epoxy Pavement Markings	Jan. 1, 2007	
80189	102	X Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180	104	X Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
80169		High Tension Cable Median Barrier	Jan. 1, 2007	
80194		HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80181	105	X Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
80201	107	X Hot Mix Asphalt – Plant Test Frequency	April 1, 2008	
80202	109	X Hot Mix Asphalt - Transportation	April 1, 2008	
80136		Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195		Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110		Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80196	110	X Mast Arm Assembly and Pole	Jan. 1, 2008	
80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182		Notification of Reduced Width	April 1, 2007	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80022	112	X Payments to Subcontractors	June 1, 2000	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	114	X Portland Cement Concrete Plants	Jan. 1, 2007	
80171	116	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	118	X Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172	120	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	126	X Reflective Sheeting on Channelizing Devices	April 1, 2007	
80151	127	X Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
80206	129	X Reinforcement Bars – Storage and Protection	Aug. 1, 2008	
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	130	X Seeding	July 1, 2004	Aug. 1, 2007
80152	132	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	137	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
80197	139	X Silt Filter Fence	Jan. 1, 2008	
80127		Steel Cost Adjustment	April 2, 2004	April 1, 2007
80203	140	X Steel Inserts and Brackets Cast into Concrete	April 1, 2008	
80153		Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	141	X Stone Gradation Testing	Nov. 1, 2007	
80143	142	X Subcontractor Mobilization Payments	April 2, 2005	
80075		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	143	X Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176		Thermoplastic Pavement Markings	Jan. 1, 2007	
80161	144	X Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	146	X Training Special Provisions	Oct. 15, 1975	
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		Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	149	X Working Days	Jan. 1, 2002	
80204		Woven Wire Fence	April 1, 2008	

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

80187 Legal Requirements to be Observed

80190 Engineer's Field Office (Long Distance Bill) This special provision has been replaced by Engineer's Field Office Type A and Engineer's Field Office Type B.

The following special provisions are in the 2008 Supplemental Specifications and Recurring Special Provisions:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80168	Errata for the 2007 Standard Specifications	Supplemental	Jan. 1, 2007	Aug. 1, 2007
80142	Hot-Mix Asphalt Equipment, Spreading and Finishing Machine	Article 1102.3	Jan. 1, 2005	Jan. 1, 2007
80148	Planting Woody Plants	Section 253	Jan. 1, 2006	
80160	Reflective Crack Control Treatment	Section 443, Article 1062.04	April 1, 2006	Jan. 1, 2007
80154	Turf Reinforcement Mat	Section 251	Nov. 1, 2005	Jan. 1, 2007

**GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET**

Effective: July 9, 2008

√	Pg #	File Name	Title	Effective	Revised
		GBSP4	Polymer Modified Portland Cement Mortar	June 7, 1994	June 1, 2007
		GBSP11	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
		GBSP12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Jan 1, 2007
		GBSP14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP15	Three Sided Precast Concrete Structure	July 12, 1994	June 1, 2007
		GBSP16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	Jan 1, 2007
		GBSP22	Cleaning and Painting New Metal Structures	Sept 13, 1994	Jan 1, 2007
		GBSP25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	July 9, 2008
		GBSP26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	July 9, 2008
		GBSP28	Deck Slab Repair	May 15, 1995	July 9, 2008
		GBSP29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	June 1, 2007
		GBSP30	Bridge Deck Latex Concrete Overlay	May 15, 1995	June 1, 2007
		GBSP31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	June 1, 2007
		GBSP32	Temporary Sheet Piling	Sept 2, 1994	Jan 1, 2007
X	150	GBSP33	Pedestrian Truss Superstructure	Jan 13, 1998	Jan 1, 2007
		GBSP34	Concrete Wearing Surface	June 23, 1994	Jan 15, 2008
		GBSP35	Silicone Bridge Joint Sealer	Aug 1, 1995	Jan 1, 2007
		GBSP36	Surface Preparation and Painting Req. for Weathering Steel	Nov 21, 1997	Feb 2, 2007
		GBSP37	Underwater Structure Excavation Protection	April 1, 1995	Jan 1, 2007
		GBSP38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Jan 15, 2008
		GBSP42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Feb 2, 2007
		GBSP43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Feb 2, 2007
		GBSP44	Temporary Soil Retention System	Dec 30, 2002	Jan 1, 2007
		GBSP45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
		GBSP46	Geotextile Retaining Walls	Sept 19, 2003	June 1, 2007
		GBSP47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
		GBSP50	Removal of Existing Non-composite Bridge Decks	June 21, 2004	Jan 1, 2007
		GBSP51	Pipe Underdrain for Structures	May 17, 2000	Jan 1, 2007
		GBSP52	Porous Granular Embankment (Special)	Sept 28, 2005	Jan 1, 2007
		GBSP53	Structural Repair of Concrete	Mar 15, 2006	April 2, 2008
		GBSP55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP56	Setting Piles in Rock	Nov 14, 1996	Jan 1, 2007
		GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	April 2, 2008
		GBSP58	Mechanical Splice	Sep 21, 1995	Jan 1, 2007
		GBSP59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
		GBSP60	Containment and Disposal of Non-Lead Pain Cleaning Residues	Nov 25, 2004	July 9, 2008
		GBSP61	Slipform Parapet	June 1, 2007	
		GBSP62	Concrete Deck Beams	June 13, 2008	July 9, 2008
		GBSP63	Demolition Plans for Removal of Existing Structures	Sept 5, 2007	
		GBSP64	Segmental Concrete Block Wall	Jan 7, 1999	July 9, 2008

LIST ADDITIONAL SPECIAL PROVISIONS BELOW

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The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2007, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 98-00480-00-BR & 03-00522-00-TL, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **GENERAL**

There exists another State contract to the south. There shall be cooperation between contractors.

### **GENERAL NOTE**

Where the term "Department" appears in the Specifications, the "City of Rockford" shall be substituted therefore, and where any term for an employee of the Department is used, the designated City of Rockford employee shall be substituted therefore. City of Rockford Water Division Specifications - Revised, dated April 2, 1996, and the General Provisions and Technical Specifications for Sanitary Sewer Construction in the Rock River Water Reclamation District dated October 24, 1983, and all standards and revisions adopted by the Board of Trustees for said Rock River Water Reclamation District shall also apply to this improvement where appropriate. Style, type and grade of all materials used for construction shall be approved by the City of Rockford Public Works Department, City of Rockford Water Division and Rock River Water Reclamation District prior to bidding, ordering or placing any materials.

Herein after the terms "Owner", "City" or "Engineer" shall mean the City of Rockford or its designated representative and the term "Contractor" shall mean the entity who proposes to perform the work herein described or its designated subcontractors.

### **GENERAL DESCRIPTION OF WORK**

This project is the complete reconstruction and widening of IL Rt 251, Kishwaukee Street, the relocation of Keith Creek, the removal of the existing concrete arch bridge, construction of a triple barrel box culvert and pedestrian bridge, and the installation of traffic signals at Lewis Street. Major items of work are Earth Excavation (Special); Portland Cement Concrete Pavement 9 1/2" (Jointed); Storm Sewers, 12"-18"; Curb and Gutter; Segmental Block Retaining Wall; Sanitary Sewer Items; Watermain Installation; Precast Concrete Box Culverts; Traffic Signal items and related appurtenances.

### **CITY NOTIFICATION**

Before any construction within the CN Railroad right-of-way, notify the City concerning the watermain and sanitary sewer boring three (3) days in advance so they may contact Tom Tucker 248-740-6227.

## **EXPECTED WORK SCHEDULE**

This project will require a certain sequence of work to be established by the Contractor. In an effort to better determine this job, a work schedule is developed as follows: This schedule is only for information and may be revised by the Contractor.

1. Channel work upstream of new culvert, but not connecting existing channel, includes seeding, sanitary sewer easement, riffle structure, etc.
2. Sanitary sewer drop manholes over 48" and Lewis Street sanitary sewer. Prior to crossing Kishwaukee, erect traffic detour route and close Kishwaukee.
3. Construct water mains, storm sewer, sanitary sewer and box culvert on Kishwaukee Street allowing local traffic to use Kishwaukee Street.
4. If wetland seeding in channel has vigorous growth, fill existing channel.
5. Complete roadway grading, aggregate, curb and gutter, and concrete pavement, etc.
6. Remove detour signing.

## **CONSTRUCTION STAKING COMPLETE**

The Owner shall be responsible for setting and staking all grades as indicated on the plan and cross sections. Any deviation from plans and grades without written authorization from the Engineer will not be accepted for payment until the Contractor has corrected the construction to the satisfaction of the Engineer.

## **CONSTRUCTION INSPECTION**

Any work performed without the presence of a City designated representative to inspect said construction will not be accepted for payment as directed by the Engineer. The Contractor shall notify the Engineer and the Rock River Water Reclamation District a minimum of 48 hours in advance of the start of construction or the continuation of construction following a pause in work. The District will furnish a full time inspector for sanitary work.

## **EXISTING UTILITIES AND DRAINAGE STRUCTURES LOCATIONS**

The plans show existing utilities and drainage structures lying within the limits of the work under this contract such as gas and water mains; sewers; inlets; buffalo boxes; cablevision facilities and power line and poles. The City does not guarantee the completeness or accuracy of the information shown on the plans regarding these utilities. The Contractor shall make his own investigation to verify or determine the existence, nature and location of all utilities on the site that may interfere with construction before starting his operations. The Contractor shall report to the Engineer any omissions or differences in location from that shown on the plans. Care should be taken while working near these utilities to prevent their damage.

## **REQUIREMENTS FOR SCHEDULED WATER MAIN VALVE SHUT OFF**

- a) The Contractor shall obtain the permission of the Water Superintendent, or his designee, prior to any water main valve shut off.
- b) The Contractor shall notify all water customers affected by the water main valve shut off at least 24 hours in advance, using forms supplied by the Water Division.
- c) The Contractor shall notify the Water Division Operations Center Operator (987-5712) prior to any water main valve shut off and provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
  - Streets and boundaries of shut down
  - Time of shut down
  - Approximate duration of shut down
  - Number of customers affected
  - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.
- d) The Contractor shall notify Water Division Operations Center Operator upon completion of repairs and restoration of water service.
- e) The Contractor shall demonstrate, to the satisfaction of the Engineer, that water service at each residence or business affected by the shut down has been restored once the water service line has been reconnected.
- f) The Contractor shall meet with Water Division personnel at least two (2) days prior to start of construction to coordinate exercising valves and determining valve shut off patterns during construction. The shut down shall be allowed to proceed only after the Water Division representative has determined that the required valves are functioning. The Contractor shall be responsible for turning valves on and off during construction and accepts the responsibility for any damages to valves during construction.
- g) All costs of work associated with scheduled water main valve shut off shall be included in the individual bid items and no additional compensation shall be allowed.

## **REQUIREMENTS FOR UNSCHEDULED (EMERGENCY) WATER MAIN VALVE SHUT OFF**

- a) In the event the Contractor must perform an unscheduled water main valve shut off; the Contractor shall notify the Water Division Operations Center Operator (987-5712) as soon as possible.
- b) The Contractor shall notify all water customers affected by the water main valve shut off and the need to boil water as soon as possible, using forms supplied by the Water Division.

- c) The Contractor shall provide the following information (pursuant to Illinois Municipal Code 65 ILCS 5/11-20-10.5):
- Streets and boundaries of shut down
  - Time of shut down
  - Approximate duration of shut down
  - Number of customers affected
  - If non-residential customers (hospitals, nursing homes, restaurants, etc.) are affected, a count of how many individuals affected will be provided.
- d) If the Contractor is involved in repairs, the Contractor shall notify Water Division Operations Center Operator upon completion of repairs when water service has been restored.

### **CONSTRUCTION SEAMS**

All paving seams (joints) shall be raked out and rolled according to Section 406 of the Standard Specifications and as directed by the Engineer. No overlapping seams will be allowed.

### **MAINTENANCE OF DRIVEWAYS**

The Contractor shall provide vehicular access to residential or commercial/industrial driveways that shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time. If backfill has been completed to the extent that safe access may be provided, and the street is open to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access. Any aggregate used to maintain access to driveways shall be considered incidental to the various bid items.

### **EROSION CONTROL**

The Contractor shall provide all materials, labor, equipment and all other incidentals to provide proper erosion control as indicated in this General Provision to this Contract.

This work shall conform to the applicable portions of Section 280 of the Standard Specifications for Road and Bridge Construction and the attached details and all requirements set forth in the General NPDES Permit No. ILR10.

Any disturbed areas shall be kept to a practical minimum and shall be temporarily seeded, mulched, sodded or paved. Temporary seeding shall be done every seven (7) days. See Article 280.04 (f) within the Standard Specifications for Road and Bridge Construction. At all times silt fencing or sediment control devices will be in place downslope of the disturbed areas during the life of the contract. Erosion control blanket shall be placed within seven (7) days of disturbed areas.

When excess topsoil and excavated material is removed from the site, the Contractor shall take special precautions to avoid tracking or spilling dirt onto the adjacent roadways. If excavated material is spilled outside of the job site, the Contractor shall remove the debris and clean the pavements to the satisfaction of the Engineer, and properly dispose of the material.

This work will be incidental to the contract and will not be considered for further payment.

### **PROPER BACKFILLING**

All trenches shall be backfilled, from the bottom of the trench to the centerline of the pipe, with granular backfill or approved native material. The backfill material shall be deposited in the trench for its full width on each side of the pipe simultaneously, distributed evenly by hand, carefully packing the backfill material under the haunches of the pipe and compacted by tamping.

All trenches shall be backfilled, from the centerline of the pipe to a depth of one (1) foot above the top of the pipe, with granular backfill or approved native material compacted by tamping. The contractor shall use special care in placing this portion of the backfill so as to avoid injuring or moving the pipes. Ag Lime materials will not be allowed for backfill material.

When the type of backfill is not indicated in the plans, or elsewhere specified, the trench shall be backfilled, from one (1) foot above the pipe to the finished grade, with native material, or other materials approved by the Engineer, in twelve (12) inch layers compacted by tamping.

Granular backfill material is required under pavements, curbs, driveways, or sidewalks planned to be constructed within one (1) year after backfill. The area requiring such granular backfill shall be indicated in the plans. Where the excavation is made through or within two (2) feet of permanent pavements, curbs, driveways, or sidewalks, or where such structures are undercut by the excavation, or where such structures may reasonably be expected to be constructed over or within two (2) feet of the excavation within one (1) year after backfilling, the entire backfill to the subgrade of the structures shall be made with granular backfill material, as approved by the Engineer, placed in six (6) inch layers, looses measurement, and compacted to not less than ninety-five (95) percent of standard laboratory density in accordance with the requirements of ASTM Standard D-698.

### **BACTERIOLOGICAL SAMPLING**

Bacteriological sampling to be done in accordance with AWWA C651-99 regulations and EPA regulation section 652.203. The City of Rockford will receive a copy of all bacteriological laboratory reports. This work will be incidental to the contract and will not be considered for further payment.

### **HORIZONTAL SEPARATION-WATER MAINS AND SEWERS**

- (1) Water mains shall be located at least ten feet horizontally from any existing or proposed drain, storm sewer, sanitary sewer, combined sewer or sewer service connection.

- (2) Water mains may be located closer than ten feet to a sewer line when:
  - (a) local conditions prevent a lateral separation of ten feet; and
  - (b) the water main invert is at least 18 inches above the crown of the sewer; and
  - (c) the water main is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.
- (3) When it is impossible to meet (1) or (2) above, both the water main and drain or sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards or construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfilling.

### **VERTICAL SEPARATION-WATER MAINS AND SEWERS**

- (1) A water main shall be separated from a sewer so that the invert is a minimum of 18 inches above the crown of the drain or sewer whenever water mains cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. A length of water main pipe shall be centered over the sewer to be crossed with joints equidistant from the sewer or drain.
- (2) Both of the water main and sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, asbestos-cement pressure pipe, prestressed concrete pipe, or PVC pipe equivalent to water main standards of construction when:
  - (a) it is impossible to obtain the proper vertical separation as described in (1) above;  
or
  - (b) the water main passes under a sewer or drain.
- (3) A vertical separation of 18 inches between the invert of the sewer or drain and the crown of the water main shall be maintained where a water main crosses under a sewer. Support the sewer or drain lines to prevent settling and breaking the water main, as shown on the Plans or as approved by the Engineer.

### **SAW CUTTING**

This work shall consist of sawing existing pavements to such a depth that when the pavement is removed, a clean neat edge will result with no spalling of the remaining pavement. Saw cutting shall be performed at all locations where pavement is removed and will be replaced. This work item shall be considered incidental to construction and no further compensation will be allowed.

## EARTH EXCAVATION (SPECIAL)

This work shall consist of the complete excavation and embankment and the removal of all material necessary to construct the pavement to subgrade and parkway excavation to the lines and grades shown within the plans. This work shall include but not be limited to the following: Concrete pavement, concrete curb and gutter, retaining walls, concrete sidewalk, P.C. driveway pavement, bituminous concrete surface and binder courses; aggregate base; and sub-base materials, earth, topsoil, guardrail, guard posts, etc.

Following is a list of estimated major items of removal, for bidding information purposes only, which are included in the item Earth Excavation (Special).

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>
Pavement Removal	Cu Yd	2686
Driveways	Cu Yd	73
Sidewalk	Cu Yd	218
Curb & Gutter	Cu Yd	199

It shall be understood and agreed that the above items of work are approximate and do not constitute all of the work as defined under Section 202 of the Standard Specifications. It shall be further understood and agreed upon that the listing of these items of work is intended to describe the essential parts of the item of Earth Excavation (Special) and no additional compensation will be allowed for any variance in either the items or quantities of work shown in the above-mentioned listing.

Earth Excavation (Special) shall include all materials encountered except rock, and no other classification of excavated materials will be made.

This work shall conform to Section 202 of the Standard Specifications. This item will be paid for at the contract unit price per **CUBIC YARD** for **EARTH EXCAVATION (SPECIAL)**.

## REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

This item shall be constructed in accordance with Section 202 of the Standard Specifications and will be performed at the discretion of the Engineer in any unstable areas that may develop during construction. This item shall be utilized until the subgrade has been treated in accordance with Section 301 of the Standard Specifications and the resulting stability determined inadequate. A contingency amount of 750 Cubic Yards has been placed in this contract.

Basis of payment shall be at the contract unit price per **CUBIC YARD** for **REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL**. These areas shall be filled with breaker-run stone, which will be paid for separately.

**POROUS GRANULAR EMBANKMENT**

This work shall consist of furnishing, transporting and placing backfill at locations as shown on the plans and as directed by the Engineer.

Material: The material used for backfill shall be Class B quality stone meeting the requirements of gradation CA 6.

Construction Method: The Granular Backfill shall be placed and compacted in the area behind each side of the culvert from bottom of the culvert to subgrade and behind the pedestrian bridge abutments from the bottom of the cap to the top of the backwall as noted on the plans and as directed by the Engineer in accordance with Section 209.03 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment: This work will be paid for at the contract unit price per **CUBIC YARD** for **POROUS GRANULAR EMBANKMENT**, measured as specified in the Standard Specifications for Road and Bridge Construction.

**TRENCH BACKFILL**

This work shall be constructed in accordance with Section 208 of the Standard Specifications. It shall consist of backfilling trenches made for all water main within the limits of the proposed improvement. Any materials excavated from the trenches which, in the opinion of the Engineer, is satisfactory backfill material, shall be used for backfilling of trenches. Such excavated material used for backfill will not be paid for under this item but should be included in the various excavations and utility bid items.

The maximum trench width for water main construction shall be 18 inches wider than the outside diameter of the pipe, when calculating the quantity for payment. Quantity for payment will be accordance with the City's Trench Backfill Standard.

This item shall be for the cost of material and hauling of material to and from the site. This item shall be paid for at the contract unit price per **CUBIC YARD** in place for **TRENCH BACKFILL**.

**NITROGEN FERTILIZER NUTRIENT**  
**PHOSPHOROUS FERTILIZER NUTRIENT**  
**POTASSIUM FERTILIZER NUTRIENT**

These items shall be furnished and applied in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction.

Fertilizer shall be furnished and applied to the following nutrients and percentages by weight in pounds:

Nitrogen	6%	
Phosphorus	24%	<u>OR BY SOIL ANALYSIS</u>
Potassium	24%	

Fertilizer shall be applied at a rate of 300 lbs/acre. The second fertilizer application shall be 3 weeks after seeding at a rate of 10-10-10, 250 lbs/acre, if good stand is achieved.

Basis of Payment shall be at the contract unit bid price per **POUND** for **NITROGEN FERTILIZER NUTRIENT, PHOSPHOROUS FERTILIZER NUTRIENT AND POTASSIUM FERTILIZER NUTRIENT** applied which includes all labor, materials and equipment needed to complete the work as directed by the Engineer.

**SEEDING, CLASS 1 (SPECIAL)**

Seeding shall consist of applying seed, fertilizer and wood mulch hydraulically on prepared seed bed in accordance with IDOT Section 250 and 251 in so far as said sections apply.

**Seeding Class I:** Revise IDOT Article 250.07 to read: "Regardless of season, all disturbed areas shall be seeded with following mixture:

Kentucky Blue Grass	100 lbs/acre
Manhattan Rye	100 lbs/acre <u>OR EQUAL</u>
Ruby Creeping Red Fescue	100 lbs/acre

Seeding will be permitted from April 1 to May 30 and from August 1, to October 10, unless approved by Engineer.

**Wood Fiber Mulch:** This specification describes a mulch for use with the hydraulic application of grass seed which shall consist of specially prepared wood cellulose fiber.

It shall be processed in such a manner that it will contain no growth or germination inhibiting factors and shall be dyed an appropriate color to facilitate metering of materials. It shall be manufactured in such a manner that after addition and agitation in slurry tanks with fertilizers, grass seeds, water, and any other approved additives, the fibers in the material will become uniformly suspended and form a homogeneous slurry; and that when hydraulically sprayed on the ground, the material will form a blotter-like ground cover impregnated uniformly with grass seed, and which after application, will allow the absorption of moisture and percolation of rainfall or mechanical watering to the underlying soil.

The mulch material described above shall be supplied in packages having a gross weight not in excess of 75 lbs. Packages shall be adequately wrapped in paper, polyethylene or other suitable material to prevent loss of spillage during handling. Wood mulch shall be applied at the rate of 0.5 tons per acre.

Weight specifications of this material from suppliers, and for all applications, shall refer only to air dry weight of the fiber material. Absolute air dry weight is based on the normal weight standard of the technical Association of the Pulp and Paper Industry for wood cellulose and is considered equivalent to 10 percent moisture. Each package of the cellulose fiber shall be marked by the manufacturer to show the air dry weight content.

Suppliers shall be prepared to certify that laboratory and field testing of their product has been accomplished, and that it meets all of the foregoing requirements based upon such testing.

**Guarantee:** All seeded areas shall be maintained for at least 30 days after application. Scattered bare spots no larger than two square foot will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Basis of Payment shall be lump sum and shall be full compensation for preparation and restoration of all disturbed areas with 4" of topsoil and seeding as specified herein.

### **SUPPLEMENTAL WATERING**

This work shall be in accordance with Section 252 of the Standard Specifications for Road and Bridge Construction. There is a contingency of 5 units (1000 gal/unit) of watering to be used at the discretion of the Engineer to insure growth of Seeding, Special (Wetland Seeding).

Basis of payment shall be at the contract unit bid price per **UNIT** for **SUPPLEMENTAL WATERING**.

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

This item shall be constructed in accordance with Section 406 of the Standard Specifications for Road and Bridge Construction. The schedule indicates the type of Superpave. Driveways N50 and heavy traffic areas N70. Mixture C for driveways and D for mainline is required. Bituminous mixture to be placed by hand or machine as directed by the Engineer.

Basis of payment to be at the contract unit bid price per **TON** for **INCIDENTAL HOT MIX ASPHALT SURFACING**.

### **PORTLAND CEMENT CONCRETE PAVEMENT 9½" (JOINTED)**

Portland Cement Concrete Pavement shall conform to Section 420 of the Standard Specification and details as shown on the plans.

Type B final finish shall be used as specified under Article 420.11 of the Standard specifications.

Method of Measurement for this work will be on a square yard basis. All transverse and longitudinal joints shall be sealed with poured joint sealant.

Basis of Payment shall be at the contract unit price per **SQUARE YARD** for **PORTLAND CEMENT CONCRETE PAVEMENT 9 ½" (JOINTED)**, and shall include all load transfer devices @ 15'± centers, epoxy-coated tie bars @ 30" centers, sawing, material, labor and equipment to construct to the lines and grades shown within the plans and Standards 420001, 420101, 420111 and all materials (reinforcement, concrete, etc.), labor and equipment to construct the railroad approaches per Standard 420501.

## PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH

This work shall be constructed in accordance with Section 423 of the Standard Specifications. Aggregate base course material Type B shall be placed and compacted under the new driveway pavement. Minimum thickness for this aggregate base course material shall be four (4") inches.

Method Measurement for this work will be per SQUARE YARD.

Basis of Payment: This work will be paid for at the contract unit price per **SQUARE YARD** for **PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 7 INCH**. This price shall include welded wire fabric reinforcing steel equal to or better than 6"x6" D8.0/D8.0 in all alley approaches. This price shall include furnishing and placing aggregate base course material under the driveway and alley approaches.

## PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH

This work shall conform to Section 424 of the Standard Specifications and the detail herein.

Surface shall be scored in five (5) foot squares with a directional broom finish. Tooled joints, which are at right angles to the edge of the walk, should be placed at five foot (5') intervals. These joints shall be at least 1 ½ inches deep and not less than 1/8 inches wide, but no more than ¼ inches wide.

Expansion joints (1/2 inch) shall be placed in the sidewalks at intervals of 50 feet. They shall also be placed between the new sidewalks and the existing pavements. Asphalt joints or fiber joints with rubber joint sealer may be used. Expansion joints (1/2 inch) shall be placed between all existing structures and the new sidewalks.

Curing and protection shall be in accordance with Article 1020.13 of the Standard Specifications.

Curb Ramps will be placed at all intersections within the construction limits. The basis of payment for this work shall be included in item for **PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH** and not be paid for separately.

Curb Ramps shall be thickened to 6" and include welded wire fabric reinforcement. The additional 2" thickness for curb ramps and sidewalk through driveways and reinforcement shall be incidental and shall include all labor and materials to install the walk as shown herein and as directed by the Engineer.

Method of Measurement for this work will be per SQUARE FOOT.

Basis of Payment will be at the contract unit price per **SQUARE FOOT** for **PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH** which price shall include sub-grade preparation and Aggregate Base Course Type B (2").

## **REMOVAL OF EXISTING STRUCTURES**

This work shall be in accordance with Section 501 of the Standard Specifications for Road and Bridge Construction. It shall include the removal of the existing concrete arch structure over Keith Creek. Includes sidewalk, concrete handrail, wings and all appurtenances. Filling of removed culvert area to proposed subgrade will be paid for as POROUS GRANULAR EMBANKMENT. Care shall be used for removal since there is an existing sanitary line and storm sewer line to be salvaged.

Basis of payment shall be at the contract unit bid price per **EACH** for **REMOVAL OF EXISTING STRUCTURES**.

## **CONCRETE ENCASEMENT**

This work shall be in accordance with Section 542 of the Standard Specifications for Road and Bridge Construction and the latest Standard Specifications for Water & Sewer Main Construction in Illinois.

The concrete encasement detail is shown on Sheet 21 of the plans and encases an existing 48" sanitary main below the proposed channel on Keith Creek.

Basis of payment shall be at the contract unit bid price per **CUBIC YARD** for **CONCRETE ENCASEMENT** and shall include all labor, equipment and material to construct to the lines and grades shown within the plans.

## **CONCRETE COLLAR**

This work shall be in accordance with Section 542 of the Standard Specifications for Road and Bridge Construction. Included in this item shall be the complete connection of the proposed storm sewer to the existing pipe. Standard 33.1, as shown on the plans, shall be used to construct the collar.

Basis of payment shall be at the contract unit bid price per **EACH** for **CONCRETE COLLAR** and shall include all labor, materials and equipment to make the connection of the proposed to the existing.

## **STORM SEWERS, CLASS A, TYPE 1 12"**

## **STORM SEWERS, CLASS A, TYPE 1 18"**

## **STORM SEWERS, CLASS A, TYPE 2 18"**

## **STORM SEWERS, CLASS A, TYPE 3 18"**

Storm sewers shall be R.C.C.P. culvert pipe, designated as A.S.T.M. C-76 (Class 4).

This work shall include sewer pipe, pipe bedding, trench backfill, making connections to existing structures, patching existing structures at new connections, stoppers and plugs, and any other incidental costs not specifically included for payment under other items.

All work shall conform to details shown on the drawings, or to ordered modifications therefore, and to applicable portions of Sections 550 of the Standard Specifications and in accordance with the requirements of the Engineer.

All pipe and joints shall be tested by an approved testing laboratory in accordance with the most recent cited standard methods of AASHTO or ASTM at the Contractor's expense. Two (2) copies of each test certificate shall be promptly furnished to the Engineer.

Note that Article 550.05 of the Standard Specifications for Road and Bridge, "Plugging Existing Sewers and Drains" shall be made with Class SI concrete and is considered incidental to Storm Sewers.

Where unsuitable soil is encountered, pipe bedding of 4" well graded durable gravel, crushed stone, or slag will be required. Trench backfill to the subgrade elevation above the top of the pipe will be required on pipe under roadway areas.

Method of Measurement for this work will be made per foot of the diameter specified.

Basis of Payment for this work will be paid for at the contract unit price per **FOOT** for **STORM SEWER, CLASS A, TYPE 1 12"**; **STORM SEWER, CLASS A, TYPE 1 18"**; **STORM SEWER, CLASS A, TYPE 2 18"**; or **STORM SEWER, CLASS A, TYPE 3 18"**.

### WATER MAIN 12"

This item shall be constructed in accordance with Section 40 and 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

This item shall be furnished and installed in accordance with the City of Rockford Water Division specifications and the requirement of the Engineer. All water mains shall be made from ductile iron or an approved equal material. All fittings (bends, tees, crosses, and plugs) required to complete this installation as shown upon the plans shall be included in basis of payment.

Contractor shall take special precautions for meeting the sewer pipe and water main separation requirements as set forth in Sections 41-2.01b through 41-2.01f.

Water main installed inside the STEEL CASING, 20" DIA., BORED, shall be mechanical joint.

Unless otherwise designated on the plans, there shall be a minimum cover of 5.5 feet above all water mains.

Pressure testing of water mains is required. The water mains shall be tested to 1.5 times the operating pressure of 100 psi, whichever is greater. The allowable leakage shall be calculated using the following formula:

$$L = NxDx(P)^{1/2}/7,400 \text{ where}$$

L = Allowable leakage in gallons per hour

N = Number of joints in length of pipeline tested

D = Nominal diameter of the pipe in inches

P = Average Test pressure during leakage test in pounds per square inch

Disinfection of water mains is required. Contractor must obtain one (1) satisfactory bacteriological test result if the water supply chlorinates and first sample is satisfactory. If the first sample fails or the water supply has a chlorine exemption, then two (2) consecutive satisfactory samples must be obtained. Cost for disinfection and obtaining the satisfactory test results shall be included in the unit price bid for water main, with no additional compensation being allowed.

Trenches must be constructed to grade or subgrade, as applicable, before air and deflection tests are performed. All watermain, services and storm sewer must be installed prior to air and deflection testing.

All testing costs shall be considered incidental to the unit price bid for the water main construction.

This work will be paid for at the contract unit price bid per **FOOT** for **WATER MAIN 12"** and shall include testing for water main acceptance.

### **FIRE HYDRANT TO BE REMOVED**

Where shown on the plans, the existing fire hydrant assembly shall be excavated and removed. The pipe remaining in the ground shall be plugged with mortar.

The Fire Hydrant assembly shall be placed at a central location for pickup by City forces and shall remain the property of the City. The excavated hole shall be properly backfilled and shall include trench backfill where required.

Basis of payment shall be paid for at the contract unit price per **EACH** for **FIRE HYDRANT TO BE REMOVED**.

### **INLETS, SPECIAL, NO. 1**

This work shall be constructed in accordance with Section 602 of the Standard Specifications and the City of Rockford Engineering Division standard details shown in the plans.

Method of Measurement for this work will be per each of the various types specified.

Basis of Payment for this work will be paid for at the contract unit price per **EACH** for the various types specified of **INLETS, SPECIAL, NO. 1**.

### **MANHOLES TO BE ADJUSTED**

This item includes furnishing all labor and needed to bring the manholes to the new grade of the street as specified by the Engineer, as shown on the plans and in accordance with Section 602 and the attached detail with the exception that, only hydraulic cement shall be used to fill around the new frame.

New sanitary castings will be furnished by the Rock River Water Reclamation District needed to bring the sanitary manholes to the new grade of the street as specified by the Engineer. The Contractor shall notify the District of the need for the new casting.

Method of Measurement for this work will be per each.

Basis of Payment for this work will be paid for at the contract unit price per **EACH** for **MANHOLES TO BE ADJUSTED**.

#### **MANHOLES TO BE RECONSTRUCTED (SPECIAL)**

This work shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the Rock River Water Reclamation District. These manholes are part of the Sanitary Sewer system.

Basis of payment shall be at the contract unit bid price per **EACH** for **MANHOLES TO BE RECONSTRUCTED (SPECIAL)**.

#### **VALVE VAULTS TO BE REMOVED**

This work shall be in accordance with Section 602 and 605 of the Standard Specifications for Road and Bridge Construction. Valves shall be removed to the full depth of the structure.

Basis of payment shall be at the contract unit bid price per **EACH** for **VALVE VAULTS TO BE REMOVED** and shall include all labor, equipment and materials to disconnect from the main or service.

#### **REMOVING MANHOLES**

#### **REMOVING INLETS**

#### **FILLING MANHOLES**

#### **FILLING INLETS**

This work shall be in accordance with Section 605 of the Standard Specifications for Road and Bridge Construction.

The frames and grates shall be salvaged.

Basis of payment shall be at the contract unit bid price per item and shall include all labor, material and equipment to remove or fill in accordance with Section 605 and as directed by the Engineer.

**COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.06 (VARIABLE WIDTH GUTTER FLAG)**

This work shall be in accordance with Section 606 of the Standard Specifications for Road and Bridge Construction. The flag of the gutter on the median shall vary from 6" to 24". See the typical Section from Station 415+67.88 to 417+57.80.

Basis of payment shall be at the contract unit bid price per **FOOT** for **COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.06 (VARIABLE WIDTH GUTTER FLAG)** and shall include all labor, materials and equipment to construct to the lines and grades shown within the plans.

**COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.24**

This work shall conform to Section 606 of the Standard Specifications and shall be constructed in accordance with the details as shown herein. One inch (1") Ceramer expansion joint material or an Engineer approved equal, shall be installed at 100 foot intervals, at all radii, and 5 feet either side of inlets when not at radii. Each expansion joint shall be finished with an Engineer approved caulking material that fills the void between the Ceramer expansion joint material and the face of the curb.

Method of Measurement for this work will be per foot.

Basis of payment for this work will be paid for at the contract unit price per **FOOT** for **COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.24** which price shall include expansion joints, all labor and equipment.

**CONCRETE MEDIAN, TYPE SM (SPECIAL)**

This item shall be constructed in accordance with Section 606 of the Standard Specifications for Road and Bridge Construction. Median constructed with SM6.06 and SM6.24 back to back constructed as one unit to form median.

Basis of Payment shall be at the contract unit bid price per **SQUARE FOOT** measured from flag to flag for **CONCRETE MEDIAN, TYPE SM (SPECIAL)**.

**P.C.C. RAMPED MEDIAN TERMINAL**

P.C.C. Ramped Median Terminal shall be built in accordance with Section 606 of the Standard Specifications. See Standard 606301 using Section G-G and a radius of 6 foot.

Basis of payment shall be at the unit bid price per **EACH** for **P.C.C. RAMPED MEDIAN TERMINAL** and shall include all labor, equipment and materials necessary to construct to the lines and grades shown on the plans and standards.

**STORM SEWERS, SPECIAL 12"**  
**STORM SEWERS, SPECIAL 18"**

These items shall be constructed in accordance with Section 611 of the Standard Specifications for Road and Bridge Construction and the latest Standard Specifications for Water and Sewer Main Construction in Illinois. Material shall be water quality.

Sewer shall be constructed of slip-on or mechanical joint cast or ductile iron pipe, prestressed concrete pipe, or PVC pipe equivalent to water main, standards or construction. The drain or sewer shall be pressure tested to the maximum expected surcharge head before backfill.

This work shall be paid for at the contract unit price per **FOOT** for **STORM SEWERS, SPECIAL 12"** or **STORM SEWERS, SPECIAL 18"**.

**TRAFFIC CONTROL AND PROTECTION**

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

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

Standards: 701601, 701606, 701801, 701901 & 701701.

Details: District Standard 40.1  
Road Closed to Oversized Loads sign detail  
Detour Signing  
Traffic Control Plans

This work shall consist of furnishing, installing and maintaining all signs, signals, temporary pavement markings, other required traffic control markings, barricades, warning lights, and other devices which are to be used to regulate, warn or guide traffic during construction of this improvement.

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Signs:

No additional bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using Standards 720011, 728001, 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

All signs are required on both sides of the road when the median is greater than 10 feet and on one way roadways.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multi-lane roadways.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 2 mile intervals or as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

#### Devices:

A minimum of 3 drums spaced at 1.2 meters (4 feet) shall be placed at each return when the sideroad is open.

#### Flaggers:

Flaggers shall comply with all requirements contained in the Department's "Flagger Handbook" with the following exception: The ANSI Class 2 vest will not be supplied by the Department.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

#### Pavement Marking:

All temporary pavement markings that will be operational during the winter months (December through March) shall be paint.

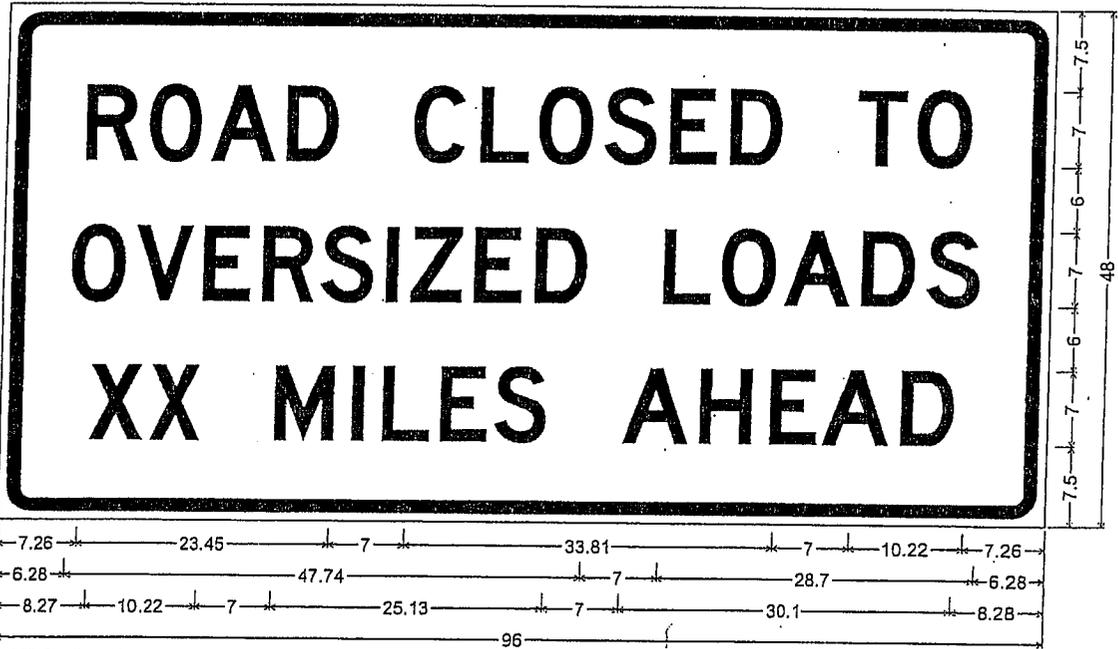
Temporary pavement markings shall not be included in the cost of the standard, rather it shall be paid for separately at the contract unit prices of specified temporary pavement marking items.

#### Traffic Control for Road Closure:

This work shall be done according to the Road Closure Standard and Section 701 of the Standard Specifications.

The Contractor shall provide information warning signs for oversized loads regarding the road closure. These signs shall be 4' x 8' as shown on the sign design and shall read "ROAD CLOSED TO OVERSIZED LOADS XX MILES AHEAD" and the distance from the cross roads as noted. The Contractor shall erect these signs near the intersection of IL Route 251 and US Route 20 (3 MILES AHEAD). The material of these signs shall be (0.125 in) thick aluminum, Type AA, AP Fluorescent orange reflective sheeting, and 7 inch D Series lettering meeting the requirements of Section 1090 and Article 1091 of the Standard Specifications for Road and Bridge Construction.

COLOR OF SIGN SHALL BE BLACK ON ORANGE



3.00" Radius, 1.25" Border, 0.75" Indent, Black on White;  
 "ROAD" D 2K; "CLOSED" D 2K; "TO" D 2K; "OVERSIZED LOADS" D 2K; "XX MILES AHEAD" D 2K;  
 Table of letter and object lefts.

R	O	A	D	C	L	O	S	E	D	T	O		
7.26	13.07	18.95	25.95	37.71	44.01	49.26	55.28	61.23	66.76	78.52	83.77		
O	V	E	R	S	I	Z	E	D	L	O	A	D	S
6.28	12.16	18.53	24.06	29.52	35.47	37.78	43.73	49.26	61.02	66.27	72.15	79.15	84.96
X	X	M	I	L	E	S	A	H	E	A	D		
8.27	13.73	25.49	32.63	35.43	40.82	45.85	57.62	64.62	71.06	75.96	82.96		

"ROAD CLOSED AHEAD" (W20-3(O)-48) with "\_\_\_ MILES" (W16-3A(O)-3612) plate mounted below the sign shall be required at the following locations with the distance noted. The Contractor shall erect these signs with IL Route 251 Route Markers (24" x 24") at 11<sup>th</sup> Street and Harrison Avenue (2 MILES), Harrison and Kishwaukee (1 MILE), and IL 251 and US Business 20 (1/2 MILE).

"ROAD CLOSED AHEAD" (W20-3(O)-48) with flasher and the appropriate arrow plate (W1-6(O)-36x18 or W1-7(O)-36x18) shall be required on all side roads within the limits of the mainline "ROAD CLOSED AHEAD" signs.

No side roads shall be considered Condition I Major sideroad closures for signing as shown on the District Standards Traffic Control for Road Closure Detail.

the Contractor shall notify the Traffic Operations Section of the Bureau of Operations by fax (815/284-5489) and the Bureau of Project Implementation (815/284-5348) in writing by means of fax (to the numbers provided) and also by letter to the District Office. **This request shall be submitted a minimum of three weeks (21 days) prior to the anticipated closure date.**

Signing and devices required to close the road, according to the Traffic Control for Road Closure Detail and contained herein, shall be the responsibility of the Contractor. Detour signing required to detour traffic to alternate routes shall be the responsibility of the Contractor. See Detour Signing Plan.

All advance warning signs and traffic control devices shall be removed or covered by the Contractor when such signs and devices are not in effect or at the direction of the Engineer.

This work shall be included and paid for at the contract unit price per Lump Sum for Traffic Control and Protection.

Maintenance of Traffic:

The Contractor shall be required to notify the City, emergency response agencies (i.e. fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall be required to notify the City for any additional side road closure or opening.

The Contractor will be responsible for the maintenance of all traffic control devices installed by him as designated in the Plans and Specifications or as required by the Engineer. The Contractor will provide surveillance of all barricades, barrels, warning signs and lights which he has installed on a 24-hour a day basis for each day of this contract. In the event of severe weather conditions, the Contractor shall be required to furnish any additional personnel required to maintain all traffic control devices as required by the Engineer. Surveillance shall mean checking control devices periodically, but not less than once every 4 hours.

The Contractor shall provide the City of Rockford with the name, address and telephone number of two (2) persons who will be responsible for maintaining the traffic control devices and who will be available to the City on an immediate basis 24 hours a day. If, for any reason, one or both of the persons become unavailable, the Contractor shall furnish the same information for other individuals who will be available.

The Contractor will be required to remove all traffic control devices which were furnished, installed or maintained by him under this contract and such devices shall remain the property of the Contractor upon said removal. All traffic control devices must remain in place until specific authorization for removal is received from the Engineer. The ROAD CLOSURE shall be removed upon the completion of curb and gutter and pavement. Short term pavement marking shall be installed.

Method of Measurement for this work will be on a lump sum basis.

Basis of Payment for this work will be paid for at the contract **LUMP SUM** price for **TRAFFIC CONTROL AND PROTECTION**, which 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 including the Detour Route as indicated on the Plans or in these Specifications and as directed by the Engineer.

### SERVICE INSTALLATION, TYPE A

This item shall be in accordance with Section 805 of the Standard Specifications.

The service shall be 240 volt, with a 50-amp circuit breaker for the traffic signals and a 30-amp circuit breaker for the street lights.

An additional #6 green ground cable shall be installed to go from the disconnect directly to the mast arm pole ground lugs where there are luminaries.

This work shall be paid for at the contract unit price **EACH** for **SERVICE INSTALLATION, TYPE A**.

### FULL-ACTUATED CONTROLLER AND TYPE IV CABINET

This item shall consist of a 2 to 8 phase, solid state full-actuated signal controller timer with digital design in accordance with Section 857 of the Standard Specifications for Road and Bridge Construction.

Detectors shall be rack mounted.

A separate, 30 amp, breaker shall be provided for the street light circuit.

The Contractor shall have a factory-trained technician from the manufacturer and/or supplier, with expertise in the controllers being installed, present during the controller installation. He will be expected to be able to program the controller timer, troubleshoot and correct any problems with the equipment that arises, and verify that the equipment is functioning according to the plans and specifications.

The supplier of the controller assembly shall provide a Certificate of Acceptance verifying that the conflict monitor has been tested, under load, for all possible combinations and functions properly.

This work will be paid for at the contract unit price per **EACH** for **FULL-ACTUATED CONTROLLER AND TYPE IV CABINET**, which price shall be payment in full for furnishing and installing the controller complete in specified cabinet with the necessary connections for proper operation.

### CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER

This item shall be constructed in accordance with Section 878 of the Standard Specifications for Road and Bridge Construction and Standard 878001, 13' in depth and 36" in diameter.

Basis of payment shall be at the contract unit bid price per **FOOT** for **CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER**.

## **PLUG EXISTING SANITARY SEWERS**

This work shall be in accordance with Section 31-1.06 of the Standard Specifications for Water & Sewer Main Construction in Illinois. Approval materials shall be brick and/or mortar as directed by the Engineer.

Basis of payment shall be at the contract unit bid price per **EACH** for **PLUG EXISTING SANITARY SEWERS** and shall include 8" to 24". See the plans for schedule and locations of required plugs.

## **SANITARY MANHOLES TO BE REMOVED**

This work shall be in accordance with Section 605 of the Standard Specifications for Road and Bridge Construction. Plugging of sanitary inlet/outlet pipes shall be paid for as Plug Existing Sanitary Sewers.

Basis of payment shall be at the contract unit bid price per **EACH FOR SANITARY MANHOLES TO BE REMOVED**. The frames and lids shall remain the property of the Sanitary District.

## **SEGMENTAL CONCRETE BLOCK WALL**

Description. This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall with a maximum height of 5 ft as measured from the top of block elevation to the finished grade line at the wall face.

General. The wall shall consist of a leveling pad, pre-cast concrete blocks, select granular backfill and, if required by the design, soil reinforcement. The materials, fabrication, and construction of the wall components are subject to approval by the Engineer. The Engineer reserves the right to obtain random samples for material testing. The wall shall be designed and constructed according to the lines, grades, and dimensions shown on the contract plans and approved shop plans.

Submittals. The wall supplier shall submit design computations and shop plans to the Engineer. The shop plans shall be sealed by an Illinois Licensed Professional Engineer and shall include all details, dimensions, quantities, and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

- (a) Plan, elevation, and cross section sheet(s) for each wall showing the following:
  - (1) A plan view of the wall indicating the offsets from the construction centerline to the first course of blocks at all changes in horizontal alignment. These shall be calculated using the offsets to the front face of the block shown on the contract plans and the suppliers proposed wall batter. The plan view shall indicate bottom (and top coarse of block when battered), the excavation and select granular backfill limits as well as any soil reinforcing required by the design. The centerline of any drainage structure or pipe behind or passing through/under the wall shall also be shown.

- (2) An elevation view of the wall, indicating the elevation and all steps in the top coarse of blocks along the length of the wall. The top of these blocks shall be at or above the theoretical top of block line shown on the contract plans. This view shall also show the steps and proposed top of leveling pad elevations as well as the finished grade line at the wall face specified on the contract plans. These leveling pad elevations shall be located at or below the theoretical top of leveling line shown on the contract plans. The location, size, and length of any soil reinforcing connected to the blocks shall be indicated.
  - (3) Typical cross section(s) showing the limits of the select granular backfill, soil reinforcement if used in the design. The right-of-way limits shall be indicated as well as the proposed excavation, cut slopes, and the elevation relationship between existing ground conditions and proposed grades.
  - (4) All general notes required for constructing the wall.
- (b) All details for the leveling pads, including the steps, shall be shown. The theoretical top of the leveling pad shall either be below the anticipated frost depth or 1.5 feet below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 6 in.
  - (c) Cap blocks shall be used to cover the top of the standard block units. The top coarse of blocks and cap blocks shall be stepped to satisfy the top of block line shown on the contract plans.
  - (d) All details of the block and/or soil reinforcement placement around all appurtenances located behind, on top of, or passing through the wall shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular design arrangement shall also be submitted.
  - (e) All details of the blocks, including color and texture shall be shown. The exterior face shall preferably be straight, textured with a "split rock face" pattern, and dark gray in color unless otherwise stated on the plans.
  - (f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.
  - (g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins. The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans.

The initial submittal shall include 3 sets of prints of the detail shop plans and 1 set of calculations. One set of plans will be returned to the Contractor with any corrections indicated. After approval, the Contractor shall furnish the Engineer with 8 sets of corrected plan prints for distribution. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer.

**Materials.** The materials shall meet the following requirements:

(a) Pre-cast Concrete Block: The block proposed for use shall be produced according to the Department's Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Concrete Products", and shall satisfy the following:

Conform to the requirements of ASTM C 1372 except as follows:

1. Fly ash shall be according to Article 1010.03.
2. Ground granulated blast-furnace slag shall be according to AASHTO M 302.
3. Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation. Chert gravel may be used based on past in-service satisfactory performance, in the environment in which the product was used.
4. Water shall be according to Section 1002.
5. Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.

(b) Select Granular Backfill: The material behind the blocks and above a 1:1 slope extending upward from either the back of the bottom block or soil reinforcement (whichever is greater) shall consist of either a coarse aggregate according to Article 1004.05(a), or a fine aggregate according to the first sentence of Article 1003.04(a). The aggregate used shall also meet the following:

Coarse Aggregate Gradation	CA 6 thru CA 16 (Article 1004.01(c))
Fine Aggregate Gradation	FA 1, FA 2, or FA 20 (Article 1003.01(c))
Coarse Aggregate Quality	Minimum Class C (Article 1004.01(b))
Fine Aggregate Quality	Minimum Class C (Article 1003.01(b))
Internal Friction Angle	34° minimum (AASHTO T 236)
pH	4.5 to 9 (AASHTO T 289)

When a fine aggregate is selected, the rear of all block joints shall be covered by a non-woven needle punch geotextile filter material according to Article 1080.05 of the Standard Specifications and shall have a minimum permeability according to ASTM D 4491 of 0.008 cm/sec. All fabric overlaps shall be 6 inches and non-sewn. As an alternative to the geotextile, a coarse aggregate shall be placed against the back face of the blocks to create a minimum 12 inches wide continuous gradation filter to prevent the select fill material from passing through the block joints.

(c) Leveling pad: The material shall be either Class SI concrete according to Article 1020.04 or compacted coarse aggregate according to Articles 1004.04, (a) and (b). The compacted coarse aggregate gradation shall be CA 6 or CA 10.

(d) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be

manufactured from high-density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -20 and 140° F. The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

- ASTM D-638 Test Method for Tensile Properties of Plastic
- ASTM D-1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
- ASTM D-4218 Test Method for Carbon Black Content in Polyethylene Compounds
- ASTM D-5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
- GG1-Standard Test Method for Geogrid Rib Tensile Strength
- GG2-Standard Test Method for Geogrid Junction Strength
- GG4-Standard Practice for Determination of the Long Term Design Strength of Geogrid
- GG5-Standard Practice for Evaluating Geogrid Pullout Behavior

Design Criteria. The design shall be according to AASHTO Specifications and commentaries for Earth Retaining Walls or FHWA Publication No. HI-95-038, SA-96-071 and SA-96-072. The wall supplier shall be responsible for all internal stability aspects of the wall design.

Internal stability design shall insure that adequate factors of safety against overturning and sliding are present at each level of block. If required by design, soil reinforcement shall be utilized and the loading at the block/soil reinforcement connection as well as the failure surface must be indicated. The calculations to determine the allowable load of the soil reinforcement and the factor of safety against pullout shall also be included. The analysis of settlement, bearing capacity, and overall slope stability are the responsibility of the Department.

External loads such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements, or other items shall be accounted for in the internal stability design of the wall.

Construction Requirements. The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include all costs related to this technical assistance in the unit price bid for this item.

The foundation material for the leveling pad and select granular backfill volume shall be graded to the design elevation and compacted according to Article 205.06, except the minimum required compaction shall be 95% of the standard laboratory density. Any foundation soils found to be unsuitable shall be removed and replaced as directed by the Engineer and shall be paid for according to Article 109.04.

The select granular backfill lift placement shall closely follow the erection of each course of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. If soil reinforcement is used, the select granular backfill material shall be leveled and compacted before placing and attaching the soil reinforcement to the blocks. The soil reinforcement shall be pulled taut, staked in place, and select fill placed from the rear face of the blocks outward.

The lift thickness shall be the lesser of 10 inches loose measurement or the proposed block height.

The select granular backfill shall be compacted according to Article 205.06, except the minimum required compaction shall be 95% of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The top 12 inches of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans.

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 1/2 inch when measured along a 10 ft. straight edge.

Method of Measurement. Segmental Concrete Block Wall will be measured by the square foot of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

Basis of Payment. This work will be paid for at the contract unit price per **SQUARE FOOT** for **SEGMENTAL CONCRETE BLOCK WALL**.

### RIFFLE STRUCTURE

Riffle Structure shall be constructed at the location shown within the plans to the lines and grades shown in the typical section.

Basis of payment shall be at the contract unit bid price per **EACH** for **RIFFLE STRUCTURE** and shall include all labor, materials and equipment.

### CONNECT TO EXISTING WATER MAIN 8"

This item shall consist of furnishing and installing all material and providing all labor necessary to connect the proposed water main to the existing water system.

All workmanship and materials shall conform to the city of Rockford Water Division Specifications latest revisions. This item shall be paid for at the contract unit price per **EACH** for **CONNECT TO EXISTING WATER MAIN 8"**.

## **CONCRETE MEDIAN SURFACE, (STAMPING)**

This work shall consist of stamping and coloring median at the locations shown in the plans. This work shall conform to Section 606 of the Standard Specifications and as noted herein.

The median shall be textured with a stamping tool capable of producing a brick paver-like surface effect. The style of imprint is shown at web site <http://www.quickimprint.com/body-pattern.htm> (stone slab paver with brick). Contact the City of Rockford for pattern requirements, Director of Public Works @ 815-987-5570. The concrete median shall be integrally colored with Davis Colors' Brick Red (product #160) or an approved equivalent. A minimum of 4% color pigment by weight shall be used.

Prior to stamping, a clear release shall be used to form a moisture barrier between the stamping tool and wet concrete to facilitate release of the tool. The median concrete shall be cured utilizing a clear curing compound or by using a paper fiber-backed curing sheet such as UltraCure by McTech Group.

The Contractor shall provide to the City of Rockford, two copies of the manufacturer's product documentation for the stamp/mats Use, Care, and Storage. The Contractor shall take care not to damage the stamping tool/mat, as the City of Rockford shall retain ownership after its use.

**Jobsite Samples:** Producing architectural concrete requires skill and practice. Timing, application and texturing techniques, imprinting patterns, experience in use of the material, curing, and other factors will affect the final appearance and performance of colored, textured hardscapes. Representative job site samples will be produced and approved prior to installation.

Samples will be made for each color and texture and be of adequate size to be representative. The samples should be produced by the same workers who will install the colored, textured median using the contemplated job materials, construction tools, and techniques. All samples will be finished, textured or imprinted and cured as specified.

The Contractor shall take care to prevent staining the adjacent concrete surface while installing the colored median. Such preventative measures shall include, but shall not be limited to, use of polyethylene barriers to prevent staining. If staining of the adjacent concrete pavement or curb occurs, it shall be the Contractor's sole responsibility to repair such damage.

**Method of Measurement:** This work shall be measured in Square Feet of colored median surface area placed.

**Basis of Payment:** This work shall be paid for at the contract unit price per Square Foot for CONCRETE MEDIAN SURFACE, (STAMPING)

## **FIRE HYDRANT COMPLETE**

Fire hydrants shall consist of furnishing and installing in accordance with the City of Rockford Water Division requirements and standards herein.

Valves shall be furnished and installed in accordance with the City of Rockford Water Division specifications and the requirements of the Engineer. The Contractor shall contact the Water Division Superintendent for approval of grade, type and style of valves and fittings required to complete installation prior to bidding, ordering or placing. This item shall include the removal of the existing hydrant, valve and vault where needed, as necessary to place the hydrant in the specified location on the plans.

All pipe from the main to the valves and hydrant along with tees, couplings, elbows, etc. shall be furnished and installed as shown on the plans and shall be included in this pay item. If crossing a sewer or within 10' horizontal distance, the main to the hydrant shall receive watermain protection. No additional compensation for watermain protection shall be paid.

Basis of payment shall be at the contract unit price **EACH** for **FIRE HYDRANT COMPLETE**.

### **SEEDING, SPECIAL**

This is a wetland seeding to be applied on banks of creek per schedule and/or as directed by the Engineer in accordance with Section 250 of the Standard Specifications for Road and Bridge Construction.

This work shall consist of furnishing, transporting, installing, and maintaining all seeds, and other materials required for the establishment of the wetland seeding areas shown on the plans, specified herein, or directed by the Engineer.

All areas disturbed by construction, fill placement, and trash/debris removal shall be seeded.

Seeding shall be performed under observation by the Engineer, with 24 hours notice given to the Engineer prior to commencing the seeding.

Submit seeding plan and schedule to the Engineer for approval at least 30 days prior to the beginning of work. Include the species and number of each species along with a statement of the purity of the seeds. Also, furnish the estimated number of seeds per pound by species to be used, any seed preparation required for germination, seeding method, and seeding dates.

Submit name and location of seed suppliers including origin and date of harvest for each of the various kinds of seed.

All seeds shall be packed and covered in such a manner as to ensure adequate protection against damage and maintain dormancy while in transit, storage, or during planting operations.

All seed will be properly pretreated by the Landscape Contractor prior to installation. Pretreatment includes stratification, scarification, and inoculation as required by supplier. Pretreatment methods for each species of plant will be verified by the Plant Expert. All seed will be tested for purity and viability. Seed will meet minimum Pure Live Seed (PLS) levels.

Seed will be specified as "weed-free" according to the Association of Official Seed Analysis: Rules for Testing Seeds, Journal of Seed Technology, 1991 Edition.

Seed will be in good condition at the time of planting, without disease, mold, or mildew.

Seeds will be purchased from a supplier within a 300 mile radius of Rockford, Illinois or equivalent as approved in writing by the Planting Expert. Seeds not locally available shall be purchased from a supplier outside of this radius approved by the Planting Expert.

All seeded areas will require installation of a temporary erosion control blanket.

When tractor drawn or mounted seeders are used, they shall be pulled by mechanical means. These seeders shall have an adjustable gate opening providing uniform flow over a width adapted to the work and shall drop the seed directly into place on the prepared seedbed. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. The seeder may be of the type mounted on cultipacker rollers which covers the seed and rolls the seedbed in one operation.

Seedbed preparation method shall be approved by the Engineer. Contractor is required to submit the seedbed preparation method in writing to the Engineer one week prior to commencement for approval. The seedbed shall be free of weeds, with sufficient time since application of herbicide to allow for seed germination. Cultivation shall be accomplished at such a time that seeding may occur immediately and without delay.

Seedbed preparation shall include application of an herbicide applied according to the manufacturer's instructions by a licensed herbicide applicator where required. Selection of the specific herbicide to be applied will be effective in controlling weed species without damaging desirable vegetation.

Surface of rooting media shall be free from clods and shall conform to the lines and grades as shown on the plans.

Seedbed shall be prepared by working or discing rooting media to a minimum depth of three inches, reducing all soil particles to a size not larger than one inch in the largest dimensions, but without compacting the soil or destroying the capillary pore space of the soil.

Time of planting is a critical factor in successful establishment of plants from seeds. Seed shall be planted before June 10 or between September 1 and 30.

No seeds shall be sown during high winds. No seeds shall be sown until the seedbed has been approved by the Engineer.

No seeds shall be sown during periods of soil saturation or during times when seeding activities would cause soil compaction.

The Engineer shall approve any equipment to be used. Prior to starting work, all seeding equipment shall be calibrated and adjusted to sow seeds at the proper seeding rate. Equipment shall be operated in a manner to insure complete coverage of the entire area to be seeded and installation of the seeds at the appropriate depth and with the amount of soil coverage necessary for germination. The Engineer shall be notified 48 hours prior to beginning the seeding operations.

If a broadcast method of seeding is used, the following requirements shall be followed. Within 12 hours, all seeded areas shall be rolled at right angles to the runoff with an approved roller or cultipacker to complete the seedbed and place the seed in contact with the soil. The Contractor is required to inform the engineer prior to broadcasting the seed if rolling cannot be completed within 12 hours due to weather or site conditions.

When spinning disc seeders are used, the individual seeds comprising the seeding mixture shall be missed with an appropriate dispersal medium as approved by the Engineer prior to sowing.

If area to be seeded was treated with herbicide, seeding shall occur no less than 14 days after herbicide application.

All plant material shall be healthy, vigorous, and true to species and variety. All materials shall be provided by a certified nursery and shall be free of pests and disease. Owner reserves the right to reject any unsuitable or objectionable plant material.

Plant substitutions will be allowed only with written approval of the Owner.

Plant and seed materials shall be furnished and placed as follows:

<u>Species</u>	<u>Seeding Rate</u>
Kentucky Bluegrass Varieties	40-50%
Creeping Red Fescue, Chewings Fescue, or Hard Rescue Varieties	35-50%
Perennial Ryegrass Varieties	20-30%
Tall Fescue (Turf Type) Varieties	10-20%

The seeding mix shall be placed at a rate of approximately 6 pounds per 1000 square feet.

A nurse crop shall be applied to seeded areas consisting of annual oats, at a rate of 4.0 lbs/acre.

Seed mixture shall be mechanically applied in a uniform manner. Optimum depth of seeding shall be ¼ inch, or as set of the Seeding Contractor based on species list.

Within 24 hours from the time of seeding areas shall have the erosion control fabric installed.

Water shall be applied immediately after installation of the permanent erosion control fabric with a fine spray. Saturate to a minimum depth of six inches. Initial watering is incidental to project contract.

Water seeded areas frequently enough so that wilting of the turf does not occur during plant maintenance. Apply sufficient water to set soil to a minimum depth of six inches at each watering. Water seeded areas until turf has become established. Supplemental watering will be paid for as a separate bid item, as referenced on the bid form.

Supply additional topsoil for and replant damaged areas or thin spots as necessary. Watering is incidental to project contract. The Contractor shall submit a weeding program to the Engineer for approval, outlining the type of weeding, frequency, and any chemical applications to be performed. Weeding shall be performed at the onset of the second growing season.

The choice of herbicide, timing and application method will be consistent with the goal of establishing the desired species. Replacement of any seeded areas not having at least 70% is established.

Seeded areas will not require caged protection.

Remove all litter and debris from the seeded areas on a regular basis.

Correct defective work as soon as possible after deficiencies become apparent as weather and season permit.

The Contractor shall be responsible for the satisfactory establishment and growth of the vegetation on all areas seeded under the Contract until final acceptance of the work. The work will be accepted if a minimum of 70% aerial coverage is established at the end of the first full growing season.

Basis of Payment shall be at the contract unit bid price per **SQUARE YARD** for **SEEDING, SPECIAL** and shall include all materials (seed and erosion control fabric), labor and equipment to accomplish the seeding within these special provisions.

### **SELECT GRANULAR BACKFILL**

This item shall be in accordance with Section 20-2.20 of the Standard Specifications for Water and Sewer Main Construction in Illinois. All pipe shall be installed in accordance with ASTM D-2321 with Bedding and Haunching (Granular Cradle) and Initial Backfill.

The payment for Select Granular Backfill (Final Backfill) is established in accordance with Column 6, Table 1, and Standard Drawing No. 2 of the Specifications. Where excavated material is suitable for use as Final Backfill, as determined by the Engineer in the field, it shall be used and no payment will be made for Select Granular Backfill (Final Backfill).

This work will be paid for at the contract unit bid price per **CUBIC YARD** for **SELECT GRANULAR BACKFILL**.

### **INLETS, TYPE 700**

This work shall be constructed in accordance with Section 602 of the Standard Specifications and the City of Rockford Engineering Division standard details shown in the plans (DTL-700).

Method of Measurement for this work will be per EACH of the types specified.

Basis of Payment for this work will be paid for at the contract unit price per **EACH** for **INLETS, TYPE 700**.

## **VALVE VAULTS TO BE ABANDONED**

This item shall be filled in accordance with Section 605 of the Standard Specifications for Road and Bridge Construction. The existing castings and lids shall be salvaged for City use.

Basis of payment shall be at the contract unit bid price per **EACH** for **VALVE VAULTS TO BE ABANDONED**.

## **FORM LINER TEXTURED SURFACE**

The concrete form liner shall be thermal form 0.150 mil and shall conform to Pattern Number 1506 manufactured by SPEC Form Liners Incorporated or approved equal. The form liner shall be approved by the Engineer prior to ordering of materials.

Basis of Payment – Furnishing and erecting concrete form liner and associated concrete pattern work on the face of wingwalls as noted on the plans shall be paid for at the contract unit price per SQUARE YARD for FORM LINER TEXTURED SURFACE.

## **SANITARY SEWER REMOVAL 24"**

This work shall be done in accordance with Section 551 of the Standard Specifications for Road and Bridge Construction.

Basis of payment shall be at the contract unit bid price per **FOOT** for **SANITARY SEWER REMOVAL 24"**.

## **SANITARY MANHOLE, 5'DIA.**

Sanitary manholes with closed lid shall be constructed in accordance with the latest Standard Specifications for Water and Sewer Main in Illinois and the Rock River Water Reclamation District Standard Detail sheet within the plans. Manholes are to be vacuum tested per ASTM C-1244.

Basis of payment shall be at the contract unit bid price per **EACH** for **SANITARY MANHOLE, 5' DIA.** that includes all labor, materials and equipment to construct to the lines and grades shown within the plans.

## **SANITARY SEWER SERVICE 6"**

This item shall be constructed in accordance to the Standard Specifications for Water and Sewer Main Construction in Illinois, Section 30 and 31. Material shall be PVC water main quality SDR 26 and pipe conforming to ASTM D-2241 with ASTM D-3139 joints. The work shall include cleanouts at property right-of-way lines. See Standard Sheet 62 Service & Service Cleanout Riser.

Basis of payment shall be at the contract unit bid per **FOOT** for **SANITARY SEWER SERVICE 6"** and shall include all labor, equipment and materials (except for Granular Cradle and Initial Backfill) for PVC water main quality SDR 26 pipe.

**ELECTRIC CABLE IN CONDUIT, EVP, NO. 14 2/C**  
**ELECTRIC CABLE IN CONDUIT, EVP, NO. 16 3/C**

This work shall be performed in accordance with manufacturers' specifications and with applicable portions of Section 1072.01 and 1076.01 of the Standard Specification for Road and Bridge Construction, Illinois Department of Transportation, and in accordance with the requirement of the Engineer. The emergency preemption system shall be the "Tomar/Optronix Optical Preemption System" which is the supplier the City of Rockford uses throughout its traffic emergency preemption network system. This installation shall include the number of optical detector confirmation beacons, and lineal feet of cable as shown on the plans and shall be performed per the manufacturer's recommendations. Contact: Tom Kay at Brown Traffic Products, (319)323-0009 for further information on the manufacturer's installation requirements.

This work shall be paid for at the contract unit price per FOOT for **ELECTRIC CABLE IN CONDUIT, EVP, NO. 14 2/C** or **ELECTRIC CABLE IN CONDUIT, EVP, NO. 16 3/C**.

**TOMAR EVP SIGNAL SENSOR**

This work shall be performed in accordance with the manufacturer's specifications and with applicable portions of Section 1072.01 of the Standard Specification for Road and Bridge Construction, Illinois Department of Transportation, and in accordance with the requirement of the Engineer. The emergency preemption system shall be the "Tomar/ Optronix Optical Preemption system" (including beacon) which is the supplier the City of Rockford uses throughout its traffic emergency preemption network system installation and is required to provide compatibility throughout the entire City. Contact Brown Traffic Products, 1-800-888-7078 for further information on the manufacturer's installation requirements.

This work shall be paid for at the contract unit price per EACH for **TOMAR EVP SIGNAL SENSOR**.

**OPIC 4 CARD AND RACK IN CONTROLLER**

This work shall be performed in accordance with manufacturer's specifications and with applicable portions of the Standard Specification. The emergency preemption system shall be the "Tomar/Optronix Optical Preemption system" which is the supplier the city of Rockford uses throughout its traffic emergency preemption network system installation and is required to provide compatibility throughout the entire City. The light detector amplifier shall be the Tomar Opic-4 card and backed with the four channel capacity. Contact Brown Traffic Products, 1-800-888-7078 for further information on the manufacturer's installation requirements.

Payment shall be made at the contract unit price EACH for **OPIC 4 CARD AND RACK IN CONTROLLER** which price shall include all workmanship and materials required to complete the installation of the preemption system.

## **PLUG WATER MAIN 12"**

This work shall be in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois and the City of Rockford Water Division Specifications. Shall include cutting of 12" main prior to plugging. The permanent plug shall be subjected to a hydrostatic pressure equal to fifty (50) percent more than the operating pressure but do not exceed the pressure rating of the existing pipe. The basic provisions of AWWA C-600 and C-603 shall be applicable.

Basis of payment shall be at the contract unit bid price per **EACH** for **PLUG WATER MAIN 12"** and shall include the cutting of the 12" pipe.

## **CONNECT TO EXISTING 4" WATER MAIN** **CONNECT TO EXISTING 12" WATER MAIN**

These items shall consist of furnishing and installing all materials, labor and equipment to make the required connections to the proposed water main to the existing water system.

All workmanship and materials shall conform to the City of Rockford Water Division Specifications latest revisions. These items shall be paid for at the contract unit bid price per **EACH** for **CONNECT TO EXISTING 4" WATER MAIN** or **CONNECT TO EXISTING 12" WATER MAIN**.

## **ANTI-GRAFFITI COATING**

This item is the furnishing and applying a protective coat to cast in place concrete and on segmental concrete block walls used on this project. The protective coat application may be sprayed, brushed or rolled on per the manufacturer's instructions. The material applied shall permit the removal of graffiti (paint etc.) from the surface with the application of soap and water, or other simple means of removal.

Prior to ordering the material, specifications of the material shall be submitted to the City of Rockford (Resident Engineer) for approval.

Basis of payment shall be at the contract unit price per **SQUARE FOOT** for **ANTI - GRAFFITI COATING**.

## **SANITARY SEWER SERVICE 4"**

This item shall be constructed in accordance to the Standard Specifications for Water and Sewer Main Construction in Illinois, Section 30 and 31. Material shall be PVC water main quality SDR 26 and pipe conforming to ASTM D-2241 with ASTM D-3139 joints. The work shall include cleanouts at property right-of-way lines. See Standard Sheet 62 Service & Service Cleanout Riser.

Basis of payment shall be at the contract unit bid price per **FOOT** for **SANITARY SEWER SERVICE 4"** and shall include all labor, equipment and materials (except for Granular Cradle and Initial Backfill) for PVC water main quality SDR 26 pipe.

**GATE VALVE WITH BOX 4"**  
**GATE VALVE AND BOX 8"**

This work shall consist of furnishing all labor, equipment and material necessary to install a 4" or 8" gate valve, complete with valve box at the location shown on the plans or as directed by the Engineer and in accordance with the City of Rockford Water Main Specifications and Section 602 of the Standard Specifications.

Cost of the valve box shall be included in the contract unit price bid for this item.

Method Measurement for this work will be per each in place.

Basis of payment will be at the contract unit price per **EACH** for **GATE VALVE WITH BOX 4"** or **GATE VALVE AND BOX 8"**.

**STEEL CASING Pipe Augured and Jacked 20"**

This item shall be constructed in accordance with Section 20-2.19 of the Standard Specifications for Water and Sewer Main Construction in Illinois.

Contractor shall furnish and install a 20" diameter steel casing pipe under the Canadian National railroad track as shown on the plans. This work shall include all excavation and push pit regardless of soil classifications. All work shall conform to the requirements of these specifications, and the Canadian National Railway Company for work on their right-of-way.

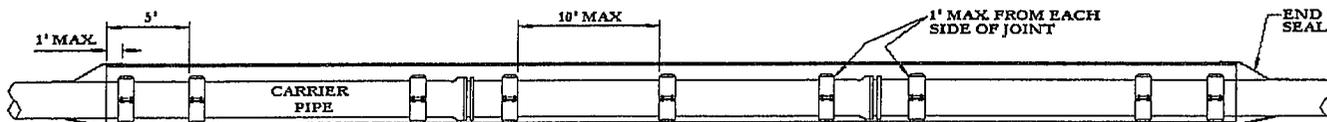
Casing pipe shall be seamless or spiral weld steel conforming to ASTM Specifications, Designation A-53 or A-139, Grade B.

A tolerance of one inch in one hundred feet shall be maintained on specified line and grade. Casing pipe shall have a wall thickness of 0.344 inches.

The casing pipe shall be installed by auguring and pushing or jacking as deemed necessary by the Contractor. All working operations must be subordinate to the free and unobstructed use of the roadway without delay or danger to life, equipment or property.

Cost of all excavation, regardless of soil classifications and backfilling for the installation of the casing pipe will be included in the unit price bid for the casing pipe.

The ends of the casing pipe shall be sealed in a manner satisfactory with the Engineer. The water main shall be ductile iron pipe with mechanical joint and shall be installed in the casing pipe with casing spacers that will adequately support the pipe in the casing pipe. Spacers shall be installed in accordance with manufacturer's recommendations.



This work will be paid for at the contract unit price bid per **FOOT** for **STEEL CASING** Pipe Augured and Jacked 20" and shall include the casing spacers and sealing ends of the casing pipe.

### BUTTERFLY VALVE, 12" DIA. W/VAULT

These items shall be furnished and installed in accordance with the City of Rockford Water Division Specifications and the requirements of the Engineer. The Contractor shall contact the Water Division Superintendent for approval of grade, type and style of valves and fittings required to complete installation prior to bidding, ordering or placing.

New manholes shall be in accordance with Article 602 of the Standard Specifications and as detailed on the drawings. Casting shall be Neenah No R-1670 (total weight 350 pounds) with standard non-rocking covers or approved equal, shown on Sheet 58. The cost of this item shall be included in the specific bid items.

These items include furnishing and installing precast bases, brick, mortar (or precast wall sections), manhole steps, and manhole frames and covers; furnishing all concrete classes shown on the plans, and forming channels through the manholes, any necessary excavation for widening and deepening of trenches.

This work will be paid for at the contract unit price bid per **EACH** for **BUTTERFLY VALVE, 12" DIA. W/ VAULT** and shall include the valve box and adapter.

### WATER SERVICE PROTECTION

At locations where 18" of separation from the sewer to the water service below is not obtainable, the water service shall be encased with water main material and the casing sealed at ends.

Basis of payment shall be at the contract unit bid price per **FOOT** for **WATER SERVICE PROTECTION** and shall include all labor, materials and equipment to provide protection for the water services in accordance with the Standard Specifications for Water and Sewer Main Construction in Illinois.

### 1" COPPER SERVICE COMPLETE

This work shall conform to the Standard Rockford Water Division Specifications, the Standard Specifications and the requirements of the Engineer. This item shall consist of furnishing and installation of copper water service line complete with corporation stop valve, curb stop valve and curb stop box. Curb stop boxes shall be placed on the right-of-way line. Also included in

this item are the cost of all connections, and backfilling. These services shall be installed at the locations shown on the plans. Final location to be verified by the Contractor and Owners.

Method of Measurement for this work will be per each.

Basis of payment for this work will be at the contract unit price per **EACH** for **1" COPPER SERVICE COMPLETE**, which price shall be payment in full.

**SANITARY (9" DIAMETER DROP) MANHOLE, 5' DIAMETER**  
**SANITARY (10" DIAMETER DROP) MANHOLE, 5' DIAMETER**  
**SANITARY (12" DIAMETER DROP) MANHOLE, 6' DIAMETER**  
**SANITARY (12" DIAMETER DROP) MANHOLE, 6' DIAMETER, SPECIAL**

Sanitary manholes shall be constructed in accordance with the latest Standard Specifications for Water and Sewer Main in Illinois and the Rock River Water Reclamation District – Standard Detail sheet within the plans. Manholes are to be vacuum tested per ASTM C-1244.

Basis of payment shall be at the contract unit bid price per **EACH** for **SANITARY (9" DIAMETER DROP) MANHOLE, 5' DIAMETER; SANITARY (10" DIAMETER DROP) MANHOLE, 5' DIAMETER; SANITARY (12" DIAMETER DROP) MANHOLE, 6' DIAMETER; SANITARY (12" DIAMETER DROP) MANHOLE, 6' DIAMETER, SPECIAL** to include all labor, materials and equipment to construct to the lines and grades shown within the plans. Special manhole is to be built over the existing sewer. See Standard Detail sheet 62.

### **GRANULAR CRADLE AND INITIAL BACKFILL**

This work shall be in accordance with Section 20-2.20 of the Standard Specifications for Water and Sewer Main Construction in Illinois. All pipe shall be installed in accordance with ASTM D-2321 with at least a 4" deep Granular Cradle and with Granular Backfill to 1 foot above the top of the pipe. Acceptable material for bedding and initial backfill is CA-7, 1/4" - 3/4" clean chips.

Surplus excavated material not needed for Granular Cradle and Initial Backfill shall be promptly removed from the site to locations provided by the CONTRACTOR.

The payment quantities for Granular Cradle and Granular Backfill are established in accordance with Columns 3, 4 and 5 of Table 1, Standard Drawing No. 2 of the Specifications. Where excavated material is suitable for use as Granular Cradle Backfill, as determined by the ENGINEER in the field, it shall be used and no payment will be made for Granular Cradle and Backfill.

This work will be paid for at the contract unit price bid per **CUBIC YARD** for **GRANULAR CRADLE AND INITIAL BACKFILL**.

### INLETS, TYPE 700 (DRIVEWAY)

This work shall be constructed in accordance with Section 602 of the Standard Specifications and standard details shown in the plans WHA 644.

Method of measurement for this work will be per EACH of the types specified.

Basis of Payment for this work will be paid for at the contract unit price per **EACH** for **INLETS, TYPE 700 (DRIVEWAY)**.

### BREAKER-RUN CRUSHED STONE

This material shall conform to the requirements of Section 1004 of the Standard Specifications and shall be used in backfilling any areas requiring removal and disposal of unsuitable materials. A contingency amount of 1948 ton has been included in the contract.

The breaker-run crushed stone shall be graded within the following limits:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
6"	100
3"	70-100
1"	40-70
1/2"	40-60
#4	10-40
#200	0-12% passing 1"

This item will be paid for at the contract unit price bid per **TON** for furnishing, delivering and placing of **BREAKER-RUN CRUSHED STONE** as directed by the Engineer.

### CONCRETE STEPS

This work shall be constructed in accordance with Section 424 Portland Cement Concrete Sidewalk, 503 Generic Structures and 1020 Portland Cement Concrete. Concrete finish shall be that of Portland Cement Concrete sidewalk or rubbed finish if forms are used at exposed locations. Steps shall be constructed in accordance with Standard WHA 70B and to the lines and grades shown within the plans.

Basis of payment shall be at the contract unit bid price per **CUBIC YARD** for **CONCRETE STEPS** and shall include all labor, excavation, equipment and materials to construct to the standard and lines and grades shown within the plans.

**SANITARY SEWER 12"**  
**SANITARY SEWER 21"**  
**SANITARY SEWER 24"**

These pay items shall be constructed in accordance with the latest Standard Specifications for Water and Sewer Main Construction in Illinois Sections 40 and 41. Material and Specifications shall be PVC SDR 35, Cell Class, 12454-B (ASTM 3034) or an approved equal material. The joint material and specification shall be push-on joints (ASTM D3212) with elastomeric seals (ASTM F477).

Shall include all labor, materials and equipment to furnish, install, and connect to existing pipe as directed by the Engineer. Trench backfill mixture is to be paid for separately.

Sanitary Sewer shall include any removal of existing sewer and proposed connections to existing pipe approved by the Sanitary District.

Basis of payment shall be at the contract unit bid price per **FOOT** for **SANITARY SEWER 12"**, **SANITARY SEWER 21"** or **SANITARY SEWER 24"**.

JUN 16 2006



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Southern Region

Daryl Lang  
Engineering Support Officer

2800 Livernois Rd  
Troy, MI 48083  
T 248-740-6545  
F 248-740-6550

Water Main  
M. P. 85.5  
Rockford, IL

June 13, 2006  
Contract No. P-8943

City of Rockford  
425 East State Street  
Rockford, Illinois 61104

Attached hereto for your files is executed copy of the above-described agreement.

Before any construction can begin, you must call Tom Tucker (248-740-6227) at least three (3) working days before commencing work.

Yours truly

A handwritten signature in black ink that reads 'Daryl Lang'. The signature is written in a cursive style with a long horizontal stroke at the end.

Daryl Lang  
Engineering Support Officer

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 4<sup>th</sup> day of April, 2006, between CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

FILE: P-8943

City of Rockford  
425 East State Street  
Rockford, Illinois 61104

CCP-10693

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of \$3,750.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 12" water main in a 20" steel casing pipe (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Mile Post 85.5 in Rockford, Illinois.

said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:

2. Licensee shall pay Railroad \$ NONE per annum payable N/A years in advance and every N/A years thereafter as rental for this license and permission. The annual payment is subject to change by Railroad at any time and from time to time after the fifth anniversary of this Agreement, upon notice to Licensee. In the event said payment is increased, Railroad shall not have the right to make another increase for at least five years from the effective date of such increase.
3. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

4. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

5. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
6. The pipeline shall be installed at least 5.5 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3 feet below natural ground, measure from top of ground to top of pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
7. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

8. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.
9. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

10. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.
11. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

12. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.
  
13. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

14. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.
15. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
16. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.  
  
Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.
17. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.
18. If required by Railroad this Agreement shall include the additional terms and conditions contained in Appendix 1. In order to provide that Appendix 1 be applicable, Railroad shall require execution of the appendix by all parties at the time this Agreement is executed and a copy of said Appendix 1 shall be attached hereto and made apart hereof.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

By: Paul E. Ladue  
Paul E. Ladue – Director Region Contracts and Administration

CITY OF ROCKFORD  
DEPT. OF PUBLIC WORKS

By: Larry W. Tanssen 5/17/2006  
Name And Title Senior Civil Engineer



**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT**  
 Complete this form and return it along with a **COPY OF YOUR PLAT, LEGAL DESCRIPTION AND DETAILED CROSS SECTIONS** and a \$750 deposit made out to CN.

DATE: 2/8/06

**1. Owner/Applicant Information**

Name and Address: CITY OF ROCKFORD, DEPARTMENT OF PUBLIC WORKS  
425 EAST STATE STREET, ROCKFORD, ILLINOIS 61104  
 Authorized Representative: LARRY LAURSEN Title SENIOR CIVIL ENGINEER  
 Phone Number: 815-987-5570 Fax Number 815-967-7058 Email \_\_\_\_\_

**2. Location Of Pipeline**

Pipeline Location Mile Post: W-85.50 plus \_\_\_\_\_ feet (if parallel) to Mile Post: \_\_\_\_\_ plus \_\_\_\_\_ feet  
 At or Near ROCKFORD, ILLINOIS WINNEBAGO COUNTY (Name of City, Town, Village)  
KISHWAUKEE STREET APPROXIMATELY 200' NORTH OF BUCKBEE STREET

**3. Commodity to be transmitted in pipe line:** WATER

(steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste - specify)

**4. Pipe Data**

	<b>CARRIER PIPE</b>	<b>CASING PIPE</b>	
A. Inside Diameter:	<u>12.6"</u>	<u>19.5"</u>	
B. Outside Diameter:	<u>13.2"</u>	<u>20"</u>	
C. Wall Thickness:	<u>0.28"</u>	<u>0.344"</u>	
D. Pipe Material:	<u>C-151 DUCTILE IRON</u>	<u>STEEL</u>	
E. Specification/Grade or class:	<u>CLASS 350</u>	<u>A-53 GRADE B</u>	<u>A-139 GRADE A</u>
F. Min. Yield Point of Material	<u>42,000 psi</u>	<u>1204 psi</u>	<u>35,000 psi</u>
G. Process of Manufacture	<u>N/A</u>	<u>N/A</u>	
H. Name of Manufacturer	<u>N/A</u>	<u>N/A</u>	
I. Type of Joint	<u>DUCTILE IRON MECHANICAL JOINT</u>	<u>WELDED</u>	
J. Working Pressure	<u>350 psi</u>	<u>N/A</u>	
K. Maximum operating pressure in pipeline:	<u>80</u>		(psi by gauge)
L. Length of Casing pipe:	<u>100</u>		Feet
M. Will casing pipe/uncased carrier pipe be cathodically protected:		<u>NO</u>	
N. Hydrostatic pressure carrier pipe will be tested with before using		<u>100</u>	(psi)
O. Will casing pipe be vented?	<u>NO</u>	Size: <u>N/A</u>	
P. Will casing pipe/uncased carrier pipe have a protective coating?	<u>NO</u>	Type: <u>N/A</u>	
Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground		<u>5.5</u>	feet. (Minimum at closest point)
R. Method of installing casing pipe /uncased carrier pipe	<u>DRY BORE &amp; JACK</u> (dry bore & jack, tunnel, other - specify)		

Attach to this application (3 copies) of letter size print showing north arrow and a location sketch with crossings measured from the nearest railroad mile post and a profile sketch of actual situations showing relationship of tracks, contour of ground, the buried pipe, etc. Distance from each facility (encroachment) to the centerline of nearest road, crossing, bridge or other Railroad structures, must be clearly indicated. Right of way lines of railroad and labeled Street or highway, if involved, should also be shown.

47



www.cn.ca

Southern Region

Daryl Lang  
Engineering Support Officer

2800 Livernois Rd  
Troy, MI 48083  
T 248-740-6545  
F 248-740-6550

Sanitary Sewer  
M. P. 85.5  
Rockford, IL

November 15, 2006  
Contract No. P-9008

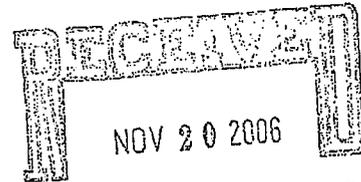
Rock River Water District  
3333 Kishwaukee Street  
Rockford, IL 61126

Attached hereto for your files is executed copy of the above-described agreement.

Before any construction can begin, you must call Tom Tucker (248-740-6227) at least three (3) working days before commencing work.

Yours truly

Daryl Lang  
Engineering Support Officer



ROCK RIVER WATER  
RECLAMATION DISTRICT

**LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS**

THIS AGREEMENT made in duplicate this 28<sup>th</sup> day of September, 2006, between CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

FILE: P-9008

Rock River Water Reclamation District  
3333 Kishwaukee Street  
Rockford, IL 61126-7480

CCP-10708

Party or parties of the second part, hereinafter called the Licensee,

**WITNESSETH:**

1. In consideration of a one time fee of \$3,750.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 12" PVC sanitary sewer in a 20" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at Mile Post 85.5 in Rockford, Illinois. Said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:
2. Licensee shall pay Railroad \$ NONE per annum payable N/A years in advance and every N/A years thereafter as rental for this license and permission. The annual payment is subject to change by Railroad at any time and from time to time after the fifth anniversary of this Agreement, upon notice to Licensee. In the event said payment is increased, Railroad shall not have the right to make another increase for at least five years from the effective date of such increase.
3. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

CCP-10708

4. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

5. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.
6. The pipeline shall be installed at least 11 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 3 feet below natural ground, measure from top of ground to top of pipeline. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.
7. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

8. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

9. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

10. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

11. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

12. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.
13. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

14. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.
15. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.
16. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.
- Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.
17. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.
18. If required by Railroad this Agreement shall include the additional terms and conditions contained in Appendix 1. In order to provide that Appendix 1 be applicable, Railroad shall require execution of the appendix by all parties at the time this Agreement is executed and a copy of said Appendix 1 shall be attached hereto and made apart hereof.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY

By: Paul E. Ladue  
Paul E. Ladue – Director Region Contracts and Administration

ROCK RIVER WATER RECLAMATION DISTRICT

By: David R. Cook - Supporting Services Manager  
Name And Title

**INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPELINE CROSSING/ENCROACHMENT**  
 Complete this form and return it along with a **COPY OF YOUR PLAT, LEGAL DESCRIPTION AND DETAILED CROSS SECTIONS** and a non-refundable preparation fee of \$750 made out to CN.

DATE: AUGUST 9, 2006

**1. Owner/Applicant Information**

Name and Address: ROCK RIVER WATER RECLAMATION DISTRICT  
3333 KISHWAUKEE STREET ROCKFORD, ILLINOIS 61126-7480  
 Authorized Representative: DAVID COOK Title SUPPORT SERVICE MANAGER  
 Phone Number: 815-387-7663 Fax Number 815-387-7555 Email web\_engr@rrwr.dst.il.us

**2. Location Of Pipeline**

Pipeline Location Mile Post: W-85.50 plus \_\_\_\_\_ feet (if parallel)  
 to Mile Post: \_\_\_\_\_ plus \_\_\_\_\_ feet  
 At or Near ROCKFORD, WINNEBAGO COUNTY, ILLINOIS (Name of City, Town, Village)  
KISHWAUKEE STREET, APPROXIMATELY 200' NORTH OF BUCKBEE STREET

**3. Commodity to be transmitted in pipe line:** GRAVITY LINE SANITARY SEWER

(steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste - specify)

**4. Pipe Data**

	<b>CARRIER PIPE</b>	<b>CASING PIPE</b>	
A. Inside Diameter:	<u>11.78"</u>	<u>19.5"</u>	
B. Outside Diameter:	<u>12.5"</u>	<u>20"</u>	
C. Wall Thickness:	<u>0.36"</u>	<u>0.344"</u>	
D. Pipe Material:	<u>PVC</u>	<u>STEEL</u>	
E. Specification/Grade or class:	<u>SDR 35</u>	<u>A-53 GRADE B</u>	<u>A-139 GRADE A</u>
F. Min. Yield Point of Material	<u>N/A</u>	<u>1204 psi</u>	<u>35,000 psi</u>
G. Process of Manufacture	<u>N/A</u>	<u>N/A</u>	
H. Name of Manufacturer	<u>N/A</u>	<u>N/A</u>	
I. Type of Joint	<u>SPIGOT &amp; BELL, PUSH-ON W/ BELL</u>	<u>WELDED</u>	
J. Working Pressure	<u>0 psi</u>	<u>N/A</u>	
K. Maximum operating pressure in pipeline:	<u>N/A</u>	<u>(psi by gauge)</u>	
L. Length of Casing pipe:	<u>60</u>	<u>Feet</u>	
M. Will casing pipe/uncased carrier pipe be cathodically protected:	<u>NO</u>		
N. Hydrostatic pressure carrier pipe will be tested with before using	<u>N/A</u>	<u>(psi)</u>	
O. Will casing pipe be vented?	<u>NO</u>	Size:	<u>N/A</u>
P. Will casing pipe/uncased carrier pipe have a protective coating?	<u>NO</u>	Type:	<u>N/A</u>
Q. Depth of top of casing or uncased carrier pipe below base of rail or top of ground	<u>11'</u> feet. (Minimum at closest point)		
R. Method of installing casing pipe /uncased carrier pipe	<u>DRY BORE &amp; JACK</u> (dry bore & jack, tunnel, other - specify)		

Attach to this application (3 copies) of letter size print showing north arrow and a location sketch with crossings measured from the nearest railroad mile post and a profile sketch of actual situations showing relationship of tracks, contour of ground, the buried pipe, etc. Distance from each facility (encroachment) to the centerline of nearest road, crossing, bridge or other Railroad structures, must be clearly indicated. Right of way lines of railroad and labeled Street or highway, if involved, should also be shown.

# testing engineers, inc.

Professional Engineering Corp. Lic. No. 184-001100

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS



1417 CHICAGO AVE. P.O. BOX 548 DIXON, ILLINOIS 61021 PHONE (815) 288-1489 FAX (815) 288-6279  
2447 NORTH CENTRAL AVENUE ROCKFORD, ILLINOIS 61101 PHONE (815) 964-8030 FAX (815) 964-9613  
e-mail: DIXON: tei@testingengineersinc.com

BRADLEY O. HOLMBERG, P.E.  
PRESIDENT

ROBERT N. LESLIE, P.E. (RET.)  
CHAIRMAN OF THE BOARD

JEFFREY L. MARTIN, P.E.  
VICE PRESIDENT

JEREMY A. CIESIEL, P.E.  
SECRETARY

October 1, 2004

Willett, Hofmann & Associates, Inc.  
Attn: Mr. Michael R. Leslie, P.E., S.E.  
809 East Second Street  
Dixon, IL 61021

**RECEIVED**

OCT 06 2004

WILLETT HOFMANN  
ASSOCIATES, INC.

Re: Proposed Box Culvert and Pedestrian Bridge  
Kishwaukee Street over Keith Creek  
Section 03-00522-00-TL  
Rockford, Illinois  
TEI Job #4842

Dear Mr. Leslie:

We have completed the borings for the proposed box culvert and pedestrian bridge as referenced above. A total of four (4) soil borings, numbered B1 through B4, were drilled at or near the locations you specified, as noted on the attached boring logs. The purpose of the borings was to investigate the soil and groundwater conditions at the sites of the proposed box culvert and pedestrian bridge.

It is understood that the Keith Creek Channel will be relocated north of its existing crossing below Kishwaukee Street. Subsequently, a new triple barrel (11 feet by 11 feet) pre-cast concrete box culvert (121 feet in length) will be constructed at this location. The new structure will be located at station 423+30, just south of Lewis Street along Kishwaukee Street; it will be approximately 420 feet north of the existing structure. Invert elevation will be at 701.0.

The new Keith Creek Channel will extend from Kishwaukee Street, just south of Lewis Street, east through the existing Tenth Avenue Park to the existing creek. A new pedestrian bridge will be constructed across the proposed channel, just north of the existing pedestrian bridge in the park.

The soils encountered below the existing pavement in borings B1 and B2, drilled for the Kishwaukee Street box culvert, consist of generally medium stiff to stiff sandy clays to a depth of 6 feet underlain by mostly loose to medium dense fine and medium grain-sized sands and sands with varying amounts of gravel. Groundwater was encountered at a depth of 23 feet in both borings.

Boring B3 was drilled in 10<sup>th</sup> Avenue Park along the proposed channel at a location nearly half-way between the proposed box culvert and pedestrian bridge. No bedrock was encountered in B3 to the depth drilled. Fill/topsoil, silty sand fill, stiff sandy clay and very loose sand soils were found to the end of the boring at a depth of 15 feet. Groundwater was encountered at a depth of 13.5 feet in B3.

In boring B4, drilled in the area of the pedestrian bridge, loose silty sand and gravel and stiff sandy clay or silt fill soils were found to a depth of 8.5 feet. Below 8.5 feet, loose to medium dense fine to medium-sized sand and sand and gravel soils were encountered extending to the end of the boring at a depth of 60 feet below existing grade. Groundwater was found at a depth of 13.5 feet during the drilling process of B4.

Mr. Michael R. Leslie, P.E., S.E.

October 1, 2004

Page 2

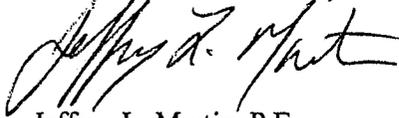
As a result of this investigation, the soils at and below invert and wing wall footing levels for the proposed box culvert are rather loose; if a footing foundation is designed, it should be proportioned for an allowable net bearing capacity of the soil of 1500 pounds per square foot. If concrete or creosote-treated timber friction piles are used for the structure foundation, the attached Working Load-Penetration Relationship diagram may be used for estimating pile lengths. The diagram has been prepared assuming 12 inch diameter round piles will be used. Should piles of a different size or shape be used, corrections would have to be made to compensate for the different surface area of the piles. Sloppy and loose soil conditions may be encountered beneath the culvert barrel. Therefore, it is recommended that the soils be undercut to a depth of approximately 18 inches below the bottom of the culvert slab and that they be replaced with compacted granular backfill such as crusher run stone.

It is understood that concrete or creosote-treated timber friction piles will be used for support of the pedestrian bridge structure. A Working Load-Penetration Relationship Curve has also been prepared, assuming 12-inch diameter round piles will be used and that the bottoms of the pile caps will be approximately 4 feet below existing grade.

If you have any comments or questions, please do not hesitate to contact us.

Respectfully submitted,

TESTING ENGINEERS, INC.



Jeffrey L. Martin, P.E.  
Senior Project Engineer



enc.

JLM: rfs

Fbrpiles/4842KishwaukeeSt&KeithCreekBoxCulvert

**Working Load - Penetration Relationships**

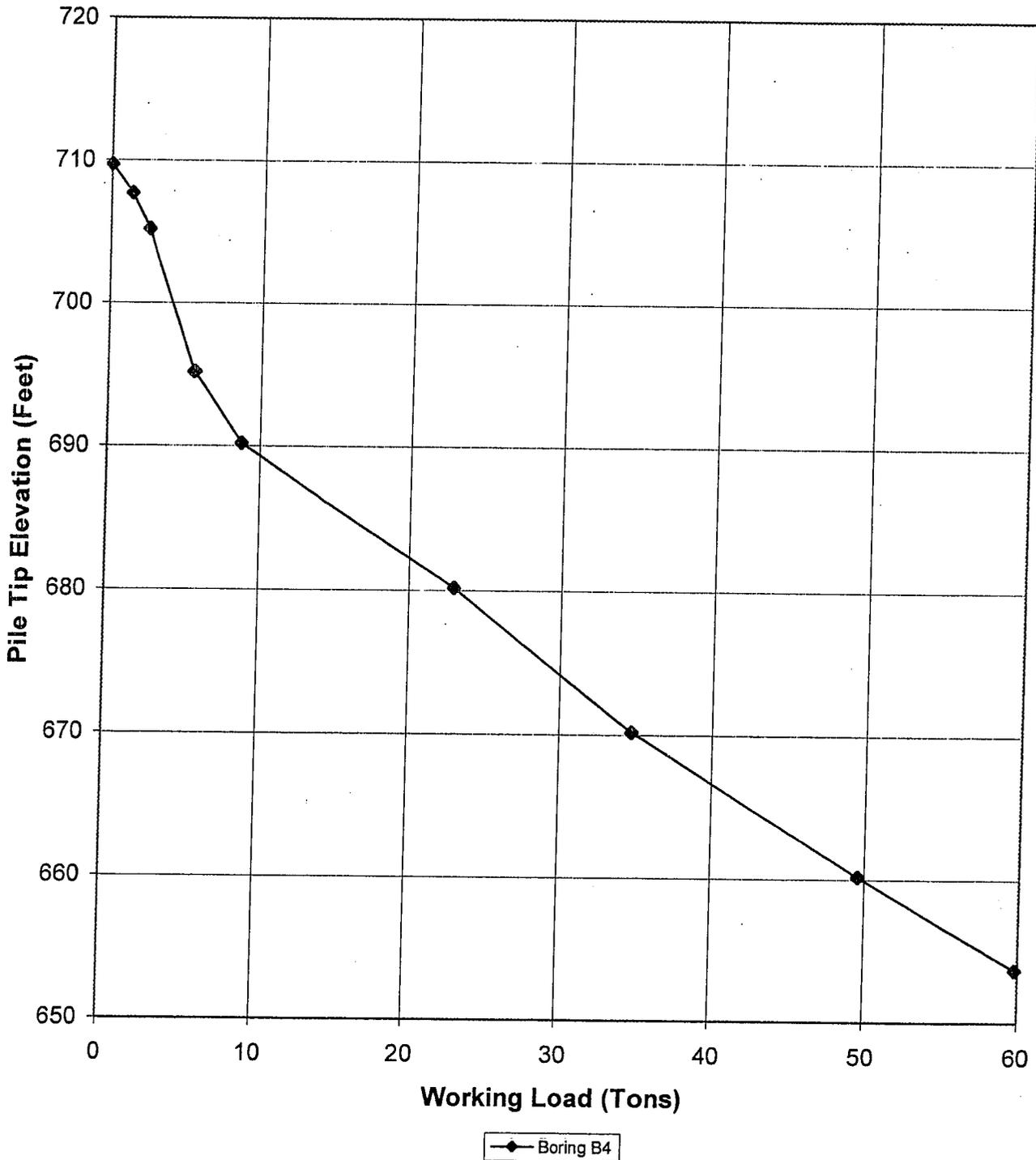
**12-inch Diameter Friction Piles**

**Proposed Pedestrian Bridge**

**Section 03-00522-00-TL**

**City of Rockford, Illinois**

**August, 2004**



**Working Load - Penetration Relationships**

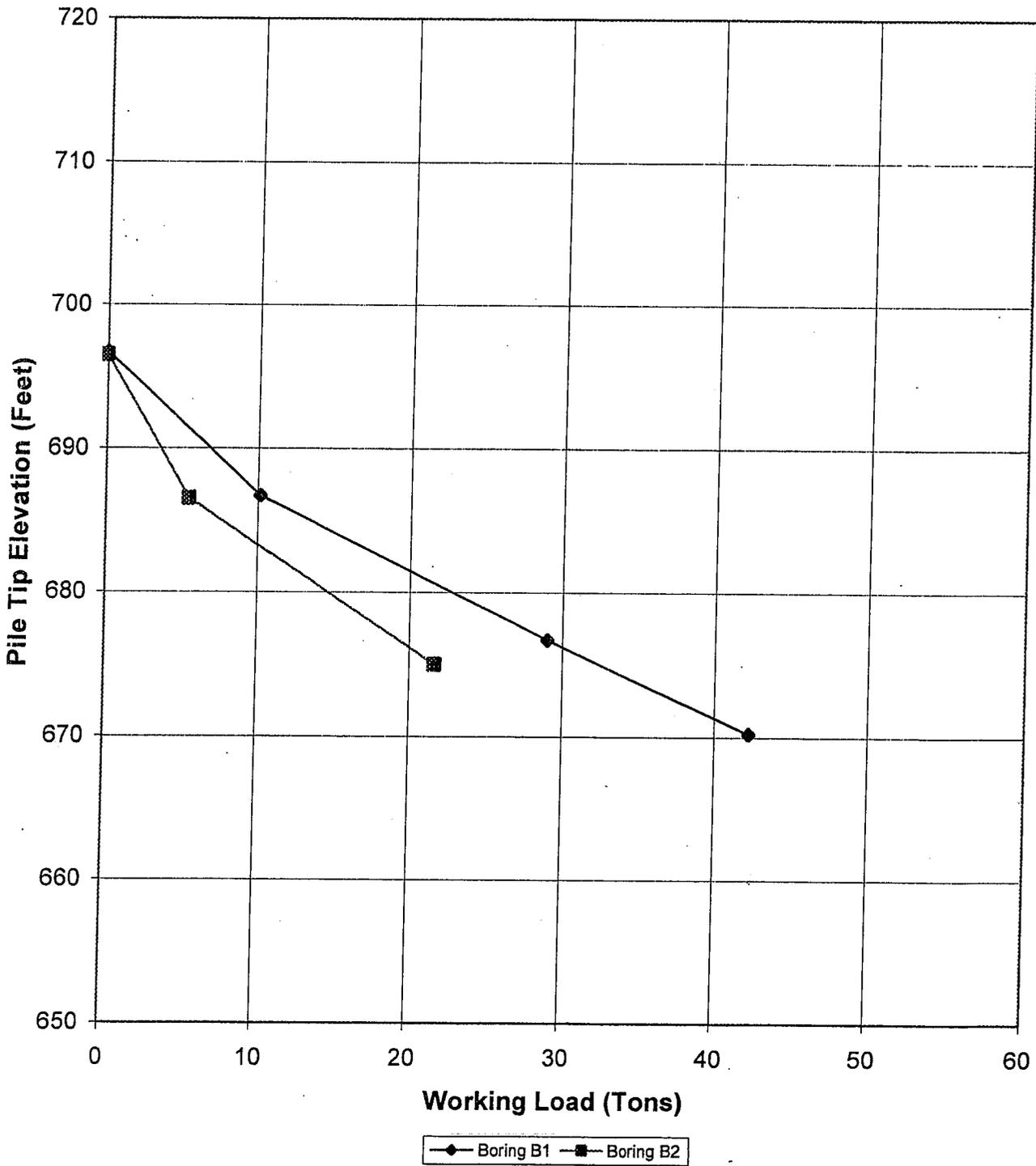
**12-inch Diameter Friction Piles**

**Proposed Box Culvert**

**Section 03-00522-00-TL**

**City of Rockford, Illinois**

**August, 2004**



FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B1

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS

BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 423+30, 2' RIGHT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
720.2	BIT. SURFACE = 3" over CONCRETE = 8"	0.0							
719.1	See Note	1.1	1	A					
718.7	Stiff dark brown SANDY CLAY, trace gravel	1.5	2	SS			13	1.0 P	8.8
716.7		3.5							
	Stiff brown SANDY CLAY	5	3	SS			5	1.2 P	10.4
714.2		6.0	4	SS			19		
711.7		8.5	5	SS			17		
		10	6	SS			15		
	Medium light brown fine and medium SAND	15	7	SS			8		
702.2		18.0	8	SS			8		
	Loose light brown SAND, trace gravel	20							
696.7		23.5	9	SS			14		
		25							
		30	10	SS			17		
	Medium brown SAND, trace to some gravel (wet)	35	11	SS			13		
		40	12	SS			24		

Note: FILL - Brown SAND and GRAVEL

Continued on Sheet 2

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 1 of 2 Sheets



WATER LEVELS  
While Drilling -23.0' (697.2)  
On Completion DCI -21.7'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B1

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS

BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 423+30, 2' RIGHT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
	Continued from Sheet 1	40							
	Medium brown SAND, trace to some gravel (wet)	45	13	SS			27		
670.2		50.0	14	SS			26		
	END OF BORING								

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 2 of 2 Sheets



TEI-2E  
201

WATER LEVELS

While Drilling -23.0' (697.2)  
On Completion DCI -21.7'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B2

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS  
BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 423+30, 20' LEFT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
720.0	BIT. SURFACE = 3" over CONCRETE = 2"	0.0							
719.6	See Note	0.4	1	A					
719.3		0.7	2	SS			0	1.0 P	14.6
	Stiff to medium dark brown SANDY CLAY, trace gravel		3	SS			2	0.8 P	17.6
		5							
714.0		6.0	4	SS			16		
			5	SS			9		
		10	6	SS			16		
	Medium to loose light brown fine to medium SAND		7	SS			6		
		15							
		20	8	SS			12		
696.5		23.5	9	SS			5		
		25							
	Loose brown SAND, trace gravel (wet)		10	SS			9		
		30							
686.5		33.5	11	SS			23		
	Medium brown SAND, trace to some gravel (wet)	35							
			12	SS			19		
	Note: FILL - Light brown SILTY SAND and GRAVEL, some crushed stone	40							
	Continued on Sheet 2								

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 1 of 2 Sheets



WATER LEVELS  
While Drilling -23.0' (697.0)  
On Completion DCI -17.6'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
 MATERIAL TESTING AND REPORTS  
 SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B2

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS

BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 423+30, 20' LEFT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
	Continued from Sheet 1	40							
	Medium brown SAND, trace to some gravel (wet)								
675.0		45.0	13	SS			19		
	END OF BORING								

Drilled By RJP Checked JLM  
 Inspector \_\_\_\_\_  
 Boring Started 8/25/04  
 Boring Completed 8/25/04  
 Sheet 2 of 2 Sheets



**WATER LEVELS**  
 While Drilling -23.0' (697.0)  
 On Completion DCI -17.6'  
 After \_\_\_\_\_ Hours BACKFILLED  
 After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B3

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS  
BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 423+30, APPROX. 455' RIGHT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Qu	w%
			NO.	TYPE					
710.3	See Note	0.0							
709.5		0.8	1	A					16.2
	FILL - Loose brown and dark brown SILTY SAND, some gravel, crushed stone, cinders and brick fragments	5	2	SS			4		
701.8		8.5							
700.3	Stiff dark gray SANDY CLAY, trace to some gravel	10.0	3	SS			9	1.5 P	10.2
	Very loose brown SAND, trace gravel (wet below -13.5')								
695.3		15.0	4	SS			3		
	END OF BORING								

Note: FILL/TOPSOIL - Dark brown SANDY CLAY, trace gravel

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 1 of 1 Sheets



WATER LEVELS  
While Drilling -13.5' (696.8)  
On Completion DCI -8.1'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B4

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS  
BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 424+75, APPROX. 843' RIGHT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
713.7	FILL/TOPSOIL - Dark brown SANDY CLAY	0.0	1	A					17.2
			2	SS			0		
710.2	FILL - Loose brown SILTY SAND and GRAVEL	3.5							
			5	3	SS			9	
707.7	FILL - Stiff brown SANDY SILT, trace to some gravel, trace cinders	6.0	4	SS			11	1.2 P	8.6
705.2									
	Loose brown fine and medium SAND, trace gravel (wet below -13.5')	8.5	5	SS			5		
		10	6	SS			5		
		15	7	SS			7		
		18.5	8	SS			7		
695.2		20	9	SS			16		
		25	10	SS			19		
	Loose to medium brown SAND and GRAVEL (wet), becoming grayish brown below -38.5'	30	11	SS			14		
		35							
		40	12	SS			16		

Continued on Sheet 2

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 1 of 2 Sheets



WATER LEVELS  
While Drilling -13.5' (700.2)  
On Completion DCI -10.0'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

FOUNDATION BORINGS AND REPORTS  
MATERIAL TESTING AND REPORTS  
SOIL SURVEYS AND ANALYSIS

LOG OF BORING NO. B4

PROJECT: KISHWAUKEE ST. BOX CULVERT & PED. BRIDGE; SEC. 03-00522-00-TL JOB NO. 4842

OWNER: CITY OF ROCKFORD, ILLINOIS ORDER NO. \_\_\_\_\_

ARCHITECT-ENGINEER: WILLETT, HOFMANN & ASSOCIATES, INC.

LOCATION: KISHWAUKEE STREET OVER RELOCATED KEITH CREEK CHANNEL; ROCKFORD, ILLINOIS

BETWEEN 10TH AVENUE AND SAND AVENUE - STATION 424+75, APPROX. 843' RIGHT

DATUM: B.M. = TOP RIM OF MANHOLE AT SE CORNER OF KISHWAUKEE ST. AND SAND AVE.; ELEV. = 715.9

ELEV.	SOIL DESCRIPTION	DEPTH	SAMPLE		DIST.	REC.	N	Q <sub>u</sub>	w%
			NO.	TYPE					
	Continued from Sheet 1	40							
		45	13	SS			19		
	Loose to medium brown SAND and GRAVEL (wet), becoming grayish brown below -38.5'	50	14	SS			18		
		55	15	SS			22		
653.7	END OF BORING	60.0	16	SS			19		

Drilled By RJP Checked JLM  
Inspector \_\_\_\_\_  
Boring Started 8/25/04  
Boring Completed 8/25/04  
Sheet 2 of 2 Sheets



WATER LEVELS  
While Drilling -13.5' (700.2)  
On Completion DCI -10.0'  
After \_\_\_\_\_ Hours BACKFILLED  
After \_\_\_\_\_ Hours \_\_\_\_\_

**GENERAL NOTES**  
**SYMBOLS AND ABBREVIATIONS APPEARING ON BORING LOGS**

**DRILLING AND SAMPLING**

SS: Split-Spoon - 2" O.D. x 1-3/8" I.D., except where noted  
 ST: Shelby Tube - 2" O.D., except where noted  
 A: Power Auger Sample  
 HA: Hand Auger Sample  
 HC: Hand Cut Sample (Test Pit)  
 NX, BX, AX: Size of Rock Core, diamond bit used except where noted  
 RB Rotary Rock Bit

**FIELD AND LABORATORY DATA**

ELEV: Elevation of ground surface, change in strata or bottom of boring in feet above a fixed datum  
 DIST: Distance penetrated by sampler  
 REC: Portion of sample recovered  
 N: Standard Penetration Resistance (No. of blows of 140-lb. hammer falling 30 inches to drive 2" O.D. Split-Spoon Sampler 12 inches, except where noted.)  
 RQD: Rock quality designation, % of core recovered in pieces 4 inches or longer  
 $\gamma$ : Wet density in pounds per cubic foot  
 $Q_u$ : Unconfined compressive strength in tons per square foot  
 P:  $Q_u$  by calibrated pocket penetrometer  
 w%: Water content in percent of dry weight  
 DCI: Dry cave-in  
 WCI: Wet cave-in

**SOIL CLASSIFICATION**

**PARTICLE SIZES**

Boulder: over 12 inches  
 Cobbles: 3 to 12 inches  
 Gravel-coarse: 0.75 to 3 inches  
     -fine: 4.75mm to 0.75 inch  
 Sand-coarse: 2.0mm to 4.75mm  
     -medium: 0.425mm to 2.0mm  
     -fine: 0.075mm to 0.425mm  
 Silt: 0.002mm to 0.075mm  
 Clay: finer than 0.002mm

**CLASSIFICATION AND RELATIVE DENSITY - COHESIONLESS SOILS**

Trace: 1% to 10%  
 Trace to Some: 10% to 20%  
 Some: 20% to 35%  
 And: 35% to 50%

**DESCRIPTION**

**BLOWS PER FOOT**

Very Loose: 0 - 4  
 Loose: 5 - 9  
 Medium: 10 - 29  
 Dense: 30 - 49  
 Very Dense: 50

**CLASSIFICATION & CONSISTENCY - COHESIVE SOILS**

**DESCRIPTION**

$Q_u$   
 Very Soft: 0 to 0.24  
 Soft: 0.25 to 0.49  
 Medium: 0.50 to 0.99  
 Stiff: 1.00 to 1.99  
 Very Stiff: 2.00 to 3.99  
 Hard: 4.00

The principal noun in the classification refers to the size fraction which dominates the soil properties. Other major soil constituents become modifiers, e.g. SILTY CLAY. Other minor constituents are added according to classification breakdown for cohesionless soils, e.g. SILTY CLAY, some sand, trace fine gravel. Where no distinction is made as to sizes of sand and/or gravel present, all sizes are present.

## DEPARTMENT OF THE ARMY PERMIT

Permit Number: CEMVR-OD-P-2004-0903

Section: 404

Permittee: City of Rockford  
425 East State Street  
Rockford, Illinois 61104

POC: Larry Laursen  
Tel: 815-987-5570

Effective Date: December 9, 2005

Expiration Date: December 31, 2008

Issuing Office: U.S. Army Corps of Engineers, Rock Island District  
Clock Tower Building - P.O. Box 2004  
Rock Island, Illinois 61204-2004

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

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

Project Description: To replace a structurally deficient bridge carrying Kishwaukee Street over Keith Creek with a more economical and low maintenance structure. The existing single span reinforced concrete bridge carrying Kishwaukee Street over Keith Creek will be replaced with a triple barrel reinforced concrete culvert located approximately 420 feet north of the existing bridge.

- Approximately 1440 feet of Keith Creek channel will be relocated and replaced with approximately 765 feet of creek channel. The existing channel is approximately 20 feet wide and 7 feet deep and has 2:1 side slopes. The proposed channel will be 7 feet deep and 22 feet wide and will have 2:1 side slopes.
- The excavated channel will be protected with stone or stone baskets along the outside bank and bottom. The stone protection will extend from the northern end of the new channel to the proposed culvert. The existing channel will be filled with material excavated to create the proposed channel as well as with additional fill brought in from outside the area. The ground between the existing and proposed channels will be graded to drain to the proposed channel. The filled area east of the road will be used as a park area. Total available park area will be increased.

Project Location: Section 26, Township 44 North, Range 1 East; in Rockford, Winnebago County, Illinois; Keith Creek.

in accordance with the plans and drawings attached hereto which are incorporated in and made a part of this permit.

Drawings No.

CEMVR-OD-P-2005-0903

Sheet 1 of 5, Vicinity Map  
Sheet 2 of 5, Site Plan – Proposed Creek Realignment  
Sheet 3 of 5, Riffle Location  
Sheet 4 of 5, Stream Bed Profile  
Sheet 5 of 5, Typical Sections

Permit Conditions:

General Conditions:

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

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

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

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

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions. (Condition is not applicable for Section 10 Permits.)

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

Special Conditions:

1. The new channel will be constructed "in the dry" and revegetated as much as possible before flow is introduced.

2. Three riffle structures will be installed in the new channel per NRCS specifications to prevent downcutting.

3. Small meanders and a high flow shelf will also be constructed.

4. That the conditions listed in the attached letter from the Illinois Environmental Protection Agency, Log #C-0569-04 dated November 29, 2005, are considered to be part of this permit.

Further information:

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

- ( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
- ( X ) Section 404 of the Clean Water Act (33 U.S.C. 1344).
- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization.

- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
- b. This permit does not grant any property rights or exclusive privileges.
- c. This permit does not authorize any injury to the property or rights of others.
- d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

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

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

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

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

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

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

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

CITY OF ROCKFORD  
DEPT. OF PUBLIC WORKS

By: Larry W. Laursen  
Permittee Larry W. Laursen, P.E.  
Senior Civil Engineer

Dec. 5, 2005  
Date

The issuing officer for this permit is Duane P. Gapinski, Colonel, U.S. Army, District Engineer, Rock Island District.

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, and in accordance with CEMVR-OD-P appointment order dated 28 March 2000, has signed below.

Wayne Hannel

Wayne Hannel  
Project Manager  
Regulatory Branch

December 7, 2005  
Date

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

\_\_\_\_\_  
Transferee

\_\_\_\_\_  
Date

# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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

ROD R. BLAGOJEVICH, GOVERNOR

DOUGLAS P. SCOTT, DIRECTOR

RECEIVED

DEC 02 2005

CEMVR-OD-P

217/782-3362

NOV 29 2005

Rock Island District  
Corps of Engineers  
Clock Tower Building  
Rock Island, IL 61201

Re: City of Rockford (Winnebago County)  
Bridge replacement - Keith Creek  
Log # C-0569-04 [CoE appl.# 2004-903]

Gentlemen:

This Agency received a request on June 21, 2004 from City of Rockford requesting necessary comments concerning the replacement of the Kishwaukee Street Bridge over Keith Creek. We offer the following comments.

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

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

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

1. The applicant shall not cause:
  - a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation;
  - b. water pollution defined and prohibited by the Illinois Environmental Protection Act; or
  - c. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by this Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area on or after March 10, 2003. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials downstream.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above condition # 1 through # 6 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217. This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Very truly yours,



Bruce J. Yurdin  
Manager, Watershed Management Section  
Bureau of Water

cc: IEPA, Records Unit  
IEPA, DWPC, FOS, Rockford  
IDNR, OWR, Springfield  
USEPA, Region 5  
City of Rockford



PERMIT NO. DS2005116  
DATE: November 30, 2005

**State of Illinois**  
**Department of Natural Resources, Office of Water Resources**

Permission is hereby granted to:

**CITY OF ROCKFORD**  
**425 EAST STATE STREET**  
**ROCKFORD, ILLINOIS 61104**

to construct a new culvert crossing for Kiskwaukee Street over Keith Creek and relocate the channel upstream of the crossing in the Southeast  $\frac{1}{4}$  of Section 26, Township 44 North, Range 1 East of the 3<sup>rd</sup> Principal Meridian in Winnebago County in accordance with an application dated June 1, 2004, and the plans and specifications entitled:

**KISHWAUKEE STREET OVER KEITH CREEK, CITY OF ROCKFORD, STA. 423+30, SECTION 98-11480-00-BR (Waterway Information Sketch, Revised 8-16-04); and KISHWAUKEE STREET OVER KEITH CREEK, CITY OF ROCKFORD, ILLINOIS, PROPOSED CHANNEL RELOCATION PLAN (Plan View, Channel Profile View & Typical Sections Sheets, Received July 13, 2005).**

Examined and Recommended:

Michael L. Diedrichsen, Acting Manager  
Downstate Regulatory Programs

Approval Recommended:

Gary R. Clark, Director  
Office of Water Resources

Approved:

Joel Brunsvold, Director  
Department of Natural Resources

This PERMIT is subject to the terms and special conditions contained herein.

**THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2008, this permit shall cease and be null and void. When all work is constructed, the permittee shall notify the Department so that a final inspection can be completed.



Route FAP Route 734  
Section 98-00480-00-BR & 03-00522-00-TL  
County Winnebago

Marked IL Rt 251  
Project No. BRF - 734 (37)

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.

Wendy K. Williams, P.E.  
Signature

4/16/08  
Date

Project 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 project is the complete reconstruction and widening of IL Rt 251, Kishwaukee Street, the relocation of Keith Creek, the removal of the existing concrete arch bridge, construction of a triple barrel box culvert and pedestrian bridge, and the installation of traffic signals at Lewis Street.

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. Channel work upstream of new culvert including riffle structures
2. Construct water mains, storm sewer, sanitary sewer and box culvert
3. Remove existing culvert and fill old channel
4. Demo old road and reconstruct with new curb and gutter and concrete pavement

c. The total area of the construction site is estimated to be 10.1 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 10.1 acres.

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

## 2. Controls

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

### a. Erosion and Sediment Controls

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

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

Temporary Ditch Checks  
Erosion Control Blanket  
Perimeter Erosion Barrier  
Riffle Structures

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

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

Silt fence, riffle structures and the staging of the new channel and seeding prior to diverting the channel.

Contractor to clean wheels of construction equipment when leaving the site to prevent mud and other debris from being deposited on surrounding streets. If it occurs, the contractor shall clean immediately as directed by the Engineer.

**b. Storm Water Management**

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

(I) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). **The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**

(ii) Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g., maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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

Riffle structures in Keith Creek and special seeding in channel.

**c. Other Controls**

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

**d. Approved State or Local Plans**

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

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

City of Rockford is an urbanized MS4 community and monitors their own notice of intents.

### 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):

Keith Creek vegetation and channel change will be monitored by the City of Rockford thru its Park District. Additional seeding and future trees to be planted in park area.

### 4. Inspections

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

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

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

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

**5. Non-Storm Water Discharges**

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

None known



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>FAP Route 734</u>	Marked	<u>IL Rt 251</u>
Section	<u>98-00480-00-BR &amp; 03-00522-00-TL</u>	Project No.	<u>BRF-734(37)</u>
County	<u>Winnebago</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

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

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Rockford, Illinois

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Rockford Sanitary District

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Willett, Hofmann & Associates Inc.

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The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets  
SPECIAL PROVISION  
FOR  
CONSTRUCTION AND MAINTENANCE SIGNS

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

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

701.14. Signs. Add the following paragraph to subparagraph (a) in Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

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

Effective: August 1, 2007

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

Aggregate Expansion Values. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

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

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

- Group I - Mixture options are not applicable. Use any cement or finely divided mineral.
- Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.
- Group III - Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV - Mixture options 1, 2 and 4 combined, or 5 shall be used.

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

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

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

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".

- 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.

- 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

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

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

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

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

- 4) Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin shall be added to the mixture at a minimum 25 lb/cu yd (15 kg/cu m) or 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is  $\leq 0.16$  percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ), a new ASTM C 1567 test will not be required.

Testing. If an individual aggregate has an ASTM C 1260 expansion value  $> 0.16$  percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content ( $\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$ ) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

## CEMENT (BDE)

Effective: January 1, 2007

Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

### "SECTION 1001. CEMENT

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

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

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

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

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

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

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

reducing or high range water-reducing admixture which is permitted according to Article 1020.05(b).

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

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

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

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

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

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

- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
- (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
- (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
- (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

- (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide ( $Al_2O_3$ ), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide ( $SO_3$ ), 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 5 % 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

Revised: January 1, 2008

Revise the fifth and sixth sentences 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) and patching of the ends will not be required. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, “Epoxy Coating Plant Certification Procedure”. The Department will maintain an approved list.”

80178

**ELECTRICAL SERVICE INSTALLATION - TRAFFIC SIGNALS (BDE)**

Effective: January 1, 2007

Add the following to Article 805.02 of the Standard Specifications:

"(d) Wood Pole ..... 1069.04"

Add the following to Article 805.03 of the Standard Specifications:

"When a service pole is necessary, it shall be installed according to Article 830.03(c)."

80167

**EQUIPMENT RENTAL RATES (BDE)**

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

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

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

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

“(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.

a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the “Equipment Watch Rental Rate Blue Book” (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

$$\text{FHWA hourly rate} = (\text{monthly rate}/176) \times (\text{model year adj.}) \times (\text{Illinois adj.}) + \text{EOC}$$

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

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

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

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

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

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

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

80189

## **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

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

Effective: April 1, 2007

Revised: April 1, 2008

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

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

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

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

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

2/ Allowable limit below minimum design VMA requirement"

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

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

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

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

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

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

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

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

<sup>1/</sup> Based on washed ignition."

80181

## HOT-MIX ASPHALT – PLANT TEST FREQUENCY (BDE)

Effective: April 1, 2008

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

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
<p>Aggregate Gradation</p> <p>Hot bins for batch and continuous plants.</p> <p>Individual cold-feed or combined belt-feed for drier drum plants.</p> <p>% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)</p> <p>Note 1.</p>	<p>1 dry gradation per day of production (either morning or afternoon sample).</p> <p>and</p> <p>1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).</p> <p>Note 3.</p> <p>Note 4.</p>	<p>1 gradation per day of production.</p> <p>The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix.</p> <p>Note 4.</p>	<p>Illinois Procedure</p>
<p>Asphalt Binder Content by Ignition Oven</p> <p>Note 2.</p>	<p>1 per half day of production</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 308</p>
<p>Air Voids</p> <p>Bulk Specific Gravity of Gyrotory Sample</p>	<p>Day's production ≥ 1200 tons:</p> <p>1 per half day of production</p> <p>Day's production &lt; 1200 tons:</p> <p>1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)</p>	<p>1 per day</p>	<p>Illinois-Modified AASHTO T 312</p>

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production $\geq$ 1200 tons:  1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
	Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

80201

## HOT-MIX ASPHALT – TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

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

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

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

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

80202

## MAST ARM ASSEMBLY AND POLE (BDE)

Effective: January 1, 2008

Revise Article 1077.03 of the Standard Specifications to read:

**"1077.03 Mast Arm Assembly and Pole.** Mast arm assembly and pole shall be as follows.

- (a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.
- (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4<sup>th</sup> Edition.
- (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
- (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer

for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming.

- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105 according to Article 1006.09 and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 10 in. (250 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized."

80196

## **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

## PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
- a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
  - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
  - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
  - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
  - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

80170

**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

**RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)**

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

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NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Chicago, Central & Pacific RR Co. c/o Canadian National 17641 South Ashland Avenue Homewood, IL 60430-1345	RR Mile Post: W-85.5 RR Sub-Division: Freeport	4-6 @ 25 mph
DOT/AAR No.: 290 029V RR Division: Chicago		
For Freight/Passenger Information Contact: John Henriksen For Insurance Information Contact: Jacalyn Moder		Phone: (708) 332-3557 Phone: (715) 345-2501

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DOT/AAR No.:  
RR Division:

RR Mile Post:  
RR Sub-Division:

For Freight/Passenger Information Contact:  
For Insurance Information Contact:

Phone:  
Phone:

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Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

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

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

## RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: August 1, 2007

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

Revise Section 1031 of the Standard Specifications to read:

### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 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		
	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10
90	10	10	10
105	10	10	10

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

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

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

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

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

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

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

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

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

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
  - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
  - (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)
- (b) Batch Plants.
- (1) Date, month, year, and time to the nearest minute for each print.
  - (2) HMA mix number assigned by the Department.
  - (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - (4) Mineral filler weight to the nearest pound (kilogram).
  - (5) RAP weight to the nearest pound (kilogram).
  - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
  - (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

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

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

Initial Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent 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 2, 2008

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

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

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

- a. For straight bars furnished in cut lengths and with a well-defined yield point, the yield point shall be determined as the elastic peak load, identified by a halt or arrest of the load indicator before plastic flow is sustained by the bar and dividing it by the nominal cross-sectional area of the bar.
- b. For bars without a well-defined yield point, including bars straightened from coils, the yield strength shall be determined by taking the corresponding load at 0.005 strain as measured by an extensometer (0.5% elongation under load) and dividing it by the nominal cross-sectional area of the bar.
- c. For bars straightened from coils or bars bent from fabrication, there shall be no upper limit on yield strength; and for bar designation Nos. 3 - 6 (10 - 19), the elongation after rupture shall be at least 9%.
- d. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
- e. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
- f. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.

- a. Certification. The epoxy coating applicator shall be certified according to the current Bureau of Materials and Physical Research Policy Memorandum, "Epoxy Coating Plant Certification Procedure". The Department will maintain an approved list.
- b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

## REINFORCEMENT BARS - STORAGE AND PROTECTION (BDE)

Effective: August 1, 2008

Revise Article 508.03 of the Standard Specifications to read:

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

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

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

80206

**SEEDING (BDE)**

Effective: July 1, 2004

Revised: August 1, 2007

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

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

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

TABLE II						
Variety of Seeds	Hard Seed % Max.	Purity % Min.	Pure Live Seed % Min.	Weed % Max.	Secondary * Noxious Weeds No. per oz (kg) Max. Permitted	Notes
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Red Fescue, Audubon	0	97	82	0.10	3 (105)	-
Red Fescue, Creeping	-	97	82	1.00	6 (211)	-
Red Fescue, Epic	-	98	83	0.05	1 (35)	-
Red Fescue, Sea Link	-	98	83	0.10	3 (105)	-
Tall Fescue, Blade Runner	-	98	83	0.10	2 (70)	-
Tall Fescue, Falcon IV	-	98	83	0.05	1 (35)	-
Tall Fescue, Inferno	0	98	83	0.10	2 (70)	-
Tall Fescue, Tarheel II	-	97	82	1.00	6 (211)	-
Tall Fescue, Quest	0	98	83	0.10	2 (70)	-
Fulfs 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/

TABLE II						
Variety of Seeds	Hard Seed	Purity	Pure Live Seed %	Weed.	Secondary *	Notes
	% Max.	% Min.	Min.	% Max.	Noxious Weeds No. per oz (kg) Max. Permitted	
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Hard Fescue, Reliant IV	-	98	83	0.05	1 (35)	-
Hard Fescue, Rescue 911	0	97	82	0.10	3 (105)	-
Hard Fescue, Spartan II	-	98	83	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

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

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

80131

## 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

## SILT FILTER FENCE (BDE)

Effective: January 1, 2008

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

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

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

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

80197

**STEEL INSERTS AND BRACKETS CAST INTO CONCRETE (BDE)**

Effective: April 1, 2008

Add the following to Article 503.02 of the Standard Specifications:

“(g) Steel Inserts and Brackets Cast Into Concrete .....1006.13”

Add the following to Article 504.02 of the Standard Specifications:

“(j) Steel Inserts and Brackets Cast Into Concrete .....1006.13”

Revise Article 1006.13 of the Standard Specifications to read:

“**1006.13 Steel Inserts and Brackets Cast Into Concrete.** Steel inserts and brackets cast into concrete shall be galvanized according to AASHTO M 232 or AASHTO M 111.

The inserts shall be ferrules with loop or strut type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)”

80203

**STONE GRADATION TESTING (BDE)**

Effective: November 1, 2007

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

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

80191

## **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, 2008

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

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

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

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

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

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

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

80087

**TRAFFIC SIGNAL GROUNDING (BDE)**

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

Revise Article 873.02 of the Standard Specifications to read:

**“873.02 Materials.** Materials shall be according to the following.

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

Revise Article 873.04 of the Standard Specifications to read:

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

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

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

Revise Article 873.05 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

80161

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **2**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

**WORKING DAYS**

Effective: January 1, 2002

The Contractor shall complete the work within 210 working days.

80071

## PEDESTRIAN TRUSS SUPERSTRUCTURE

Effective: January 13, 1998

Revised: January 1, 2007

**Description:** This work shall consist of the design, fabrication, storage, delivery and erection of a welded steel, pedestrian truss superstructure. Also included in this work shall be the furnishing and installation of a deck, all bearings, anchors and/or retainers, railings, fencing and miscellaneous items as indicated on the plans.

### **Materials:**

Truss. Structural steel shall conform to the requirements of Section 1006 of the Standard Specifications, ASTM A847 for cold formed welded square and rectangular tubing, AASHTO M270 Grade 50W (M270M 345W) for atmospheric corrosion resistant structural steel, as applicable, unless otherwise shown on the plans or approved by the Engineer. The minimum design parameters shall be according to AASHTO "Guide Specifications for Design of Pedestrian Bridges". All structural steel field connections shall be bolted with high strength bolts. High strength bolts, including suitable nuts and plain hardened washers, shall conform to the requirements of Article 1006.08 of the Standard Specifications.

Deck. The deck type shall be as specified on the plans. The materials shall comply with the applicable portions of the materials section of the Standard Specifications.

When specified for use, the concrete deck and stay-in-place forms shall be non composite. Metal Forms shall have a minimum thickness of 0.0359 in. (912 microns) or 20 Gage and shall be galvanized per ASTM A653 (A653M) with a G165 (Z350) min. coating designation.

Railing. The railing shall consist of a smooth rub rail, a toe plate and misc. elements, all located on the inside face of the truss.

Bearings. The bearing shall be designed and furnished as detailed in the plans, in the absence of details, the bearings details shall be as specified by the bridge manufacturer.

When specified for use, elastomeric bearings shall be according to Article 1083 of the Standard Specifications. Teflon surfaces shall be per Article 1083.02(b) of the Standard Specification and shall be bonded to the bearing plate.

Suppliers. The manufacturer shall be a company specializing in the design and manufacture of pedestrian bridges. The manufacturer shall be certified by AISC according to Article 106.08(b) of the Standard Specifications. The manufacturer shall provide information, to the satisfaction of the Engineer, demonstrating it has successfully provided bridges of similar scope for a minimum of 10 projects. The submittals demonstrating experience shall include names, addresses and telephone numbers of the owners of the structures. This submittal shall be made at the time of the preconstruction conference.

Potential bridge suppliers include but are not limited to:

Continental Custom Bridge Company  
8301 State Hwy 29 North  
Alexandria, Minnesota 56308  
800-328-2047, FAX 320-852-7067

Steadfast Bridges  
4021 Gault Ave South  
Fort Payne, Alabama 35967  
800-749-7515, FAX 256-845-9750

Excel Bridge Manufacturing Company  
12001 Shoemaker Avenue  
Santa Fe Springs, California 90670  
800-548-0054, FAX 562-944-4025

Wheeler Consolidated  
9330 James Avenue South  
Bloomington, MN 55431  
800-328-3986, FAX 952-929-2909

Decker, Incorporated  
P.O. Box 4075  
Elmira, New York 14904  
607-733-1559, FAX 607-733-0296

Anderson Bridges  
111 Willow Street  
Colfax, WI 54730  
715-962-2800, FAX 715-962-2801

**Design:**

The superstructure shall conform to the clear span, clear width, and railing configuration shown on the contract plans. The AASHTO "Guide Specifications for Design of Pedestrian Bridges" shall govern the design. The design loads shall be as specified by the AASHTO Guide Specification unless otherwise specified in the Contract plans.

The railings shall be designed per AASHTO Design Specifications for bicycle railings. Smooth rub rails shall be attached to the bicycle railing and located at a bicycle handlebar height of 3.5 ft. (1.1 m) above the top of the deck.

Prior to beginning construction or fabrication, the Contractor shall submit design calculations and six sets of shop drawings for each pedestrian bridge to the Engineer for review and approval. In addition, for bridges with any span over 150 ft. (46 m), or over a State or Federal

Route, or within the States Right-of-Way, a copy of the shop drawings will be reviewed and approved for structural adequacy, by the Bureau of Bridges and Structures prior to final approval of shop drawings. The shop drawings shall include all support reactions for each load type. The following certification shall be placed on the first sheet of the bridge shop plans adjacent to the seal and signature of the Structural Engineer:

"I certify that to the best of my knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans and complies with the requirements of the Contract and the current 'AASHTO Guide Specifications for Design of Pedestrian Bridges'."

The substructure is designed per AASHTO and based on the assumed truss loads shown on the plans. If the manufacturer's design exceeds those loads and/or the substructure needs to be adjusted to accommodate the truss superstructure chosen, then the Contractor shall submit the redesign to the Engineer for approval prior to ordering any material or starting construction. All design calculations, shop drawings and redesigned substructure drawings shall be sealed by a Structural Engineer licensed in the State of Illinois.

**Construction:** Truss erection procedures shall be according to the manufacturer's instructions. The deck shall be placed according to the applicable Sections of the Standard Specifications.

When weathering steel is used, all structural steel shall be prepared according to the Special Provision for "Surface Preparation and Painting Requirements for Weathering Steel."

When painting is specified, all structural steel shall be cleaned and painted according to the Special Provision for "Cleaning and Painting New Metal Structures". The color of the finish coat shall be as specified in the plans.

**Method of Measurement:** The pedestrian truss superstructure will be measured in square feet (square meters) of completed and accepted bridge deck within the limits of the truss superstructure.

**Basis of Payment:** The pedestrian superstructure will be paid for at the contract unit price per square foot (square meter) for "PEDESTRIAN TRUSS SUPERSTRUCTURE."

**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

listed on the wage determination unless the Administrator of the

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 contractors' own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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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 shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

**NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.