

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

**PREQUALIFICATION**

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

**REQUESTS FOR AUTHORIZATION TO BID**

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

**WHO CAN BID ?**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS**

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

# 28

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting January 18, 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. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
Project TE-D1(754)  
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

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

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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. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Project TE-D1(754)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
District 1 Construction Funds**

**Project consists of 3,610 feet of Streetscape Improvements including curb and gutter, sidewalk, driveway removal and replacement, tree planters area, decorative brick sidewalk, pedestrian lights and all other incidental items to complete the work on FAU Route 1376 (Grand Avenue) from Struckman to Hessing and (Thatcher Avenue) from River Grove to Arnold Street in the village of River Grove.**

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

**RETURN WITH BID**

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

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

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

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

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

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

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

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

Item \_\_\_\_\_

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

County \_\_\_\_\_

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

BD 354 (Rev. 11/2001)

**RETURN WITH BID**

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

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

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

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-125-07  
 PPS NBR - 0-00988-0000

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	06-00087-00-SW (RIVER GROVE)	TE-00D1/754/000	FAU 1376

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
A2000724	T-ACER PLAT COL 3	EACH	2.000 X		=		
A2004724	T-GLED TRI-I SM 3	EACH	6.000 X		=		
A2008124	T-TILIA CORD GS 3	EACH	7.000 X		=		
B2005616	T-PYRUS C BF TF 2	EACH	2.000 X		=		
XX001186	PLANTER REMOVAL	EACH	21.000 X		=		
XX001672	SS (PVC) SDR 26 12	FOOT	80.000 X		=		
XX003059	DECOR BRICK SIDEWALK	SQ FT	27,000.000 X		=		
XX003424	CONN TO EXIST STRUCT	EACH	2.000 X		=		
XX006937	GROUND ROD 5/8 X 10	EACH	60.000 X		=		
XX007000	PCC BASE COURSE 3"	SQ FT	8,075.000 X		=		
XX007151	PLANTER RAILING	FOOT	550.000 X		=		
XX007152	DEC LT PL AL 12 MH	EACH	60.000 X		=		
XX007153	DEC AC L SV TN MT 100	EACH	60.000 X		=		
X0322256	TEMP INFO SIGNING	SQ FT	103.000 X		=		
X0323426	SED CONT DR ST INL CL	EACH	25.000 X		=		



ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
X0323574	MAINTAIN LIGHTING SYS	CAL MO	6.000 X				
X0323857	EX LT POLE FDN ADJUST	EACH	6.000 X				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000 X				
Z0076600	TRAINEES	HR	500.000 X	0.80		400.00	
20100110	TREE REMOV 6-15	UNIT	30.000 X				
20200100	EARTH EXCAVATION	CU YD	275.000 X				
20800150	TRENCH BACKFILL	CU YD	40.000 X				
21101615	TOPSOIL F & P 4	SQ YD	1,000.000 X				
25000400	NITROGEN FERT NUTR	POUND	15.000 X				
25000500	PHOSPHORUS FERT NUTR	POUND	15.000 X				
25000600	POTASSIUM FERT NUTR	POUND	15.000 X				
25200100	SODDING	SQ YD	1,000.000 X				
25200200	SUPPLE WATERING	UNIT	10.000 X				
25300500	TOP SOIL FOR PLANTING	CU YD	45.000 X				
28000510	INLET FILTERS	EACH	25.000 X				

FAU 1376  
06-00087-00-SW (RIVER GROVE)  
COOK

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 83926

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 11/16/07  
RUN TIME - 075651

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
35101600	AGG BASE CSE B 4	SQ YD	1,950.000 X	=			
35300200	PCC BSE CSE 7	SQ YD	1,350.000 X	=			
40600100	BIT MATLS PR CT	GALLON	75.000 X	=			
40600300	AGG PR CT	TON	20.000 X	=			
40603315	HMA SC "C" N70	TON	26.000 X	=			
42000300	PCC PVT 8	SQ YD	100.000 X	=			
42101300	PROTECTIVE COAT	SQ YD	4,475.000 X	=			
42300300	PCC DRIVEWAY PAVT 7	SQ YD	410.000 X	=			
42400200	PC CONC SIDEWALK 5	SQ FT	27,600.000 X	=			
42400800	DETECTABLE WARNINGS	SQ FT	1,350.000 X	=			
44000100	PAVEMENT REM	SQ YD	100.000 X	=			
44000154	HMA SURF REM 1 1/4	SQ YD	585.000 X	=			
44000200	DRIVE PAVEMENT REM	SQ YD	650.000 X	=			
44000500	COMB CURB GUTTER REM	FOOT	3,570.000 X	=			
44000600	SIDEWALK REM	SQ FT	46,000.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
56500600	DOM WAT SER BOX ADJ	EACH	45.000 X				
60206905	CB TC T1F OL	EACH	1.000 X				
60234200	INLETS TA T1F OL	EACH	3.000 X				
60252800	CB RECONST	EACH	6.000 X				
60257900	MAN RECONST	EACH	1.000 X				
60266600	VALVE BOX ADJ	EACH	5.000 X				
60300305	FR & LIDS ADJUST	EACH	30.000 X				
60406000	FR & LIDS T1 OL	EACH	4.000 X				
60406100	FR & LIDS T1 CL	EACH	3.000 X				
60601005	CONC CURB TB SPL	FOOT	550.000 X				
60604100	COMB CC&G TB6.12 MOD	FOOT	3,570.000 X				
67100100	MOBILIZATION	L SUM	1.000 X				
70101800	TRAF CONT & PROT SPL	L SUM	1.000 X				
80400100	ELECT SERV INSTALL	EACH	2.000 X				
81018500	CON P 2 GALVS	FOOT	1,045.000 X				

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81019000	CON P 5 GALVS	FOOT	125.000 X	=			
81400115	HANDHOLE TO BE ADJUST	EACH	21.000 X	=			
81603040	UD 2#6 #8G XLPUSE 1	FOOT	8,025.000 X	=			
81702400	EC C XLP USE 3-1C 2	FOOT	300.000 X	=			
81900200	TR & BKFIL F ELECT WK	FOOT	6,475.000 X	=			
82500505	LIGHT CONTROLLER SPL	EACH	2.000 X	=			
83600200	LIGHT POLE FDN 24D	FOOT	365.000 X	=			
				TOTAL	\$		

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

## RETURN WITH BID

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

#### I. GENERAL

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

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

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

#### II. ASSURANCES

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

##### B. Felons

1. The Illinois Procurement Code provides:

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

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

##### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$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.



**G. Debt Delinquency**

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

**I. Addenda**

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

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

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

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

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

**NA - FEDERAL**

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

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

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

**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, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

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(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 \_\_\_

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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**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.



Contract No. 83926
COOK County
Section 06-00087-00-SW (River Grove)
Project TE-D1(754)
Route FAU 1376 (Grand Ave. & Thatcher Ave.)
District 1 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

PART II. WORKFORCE PROJECTION

A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this contract:

TABLE A

Table with 13 columns: JOB CATEGORIES, TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (BLACK, HISPANIC, \*OTHER MINOR. (M, F)), and TRAINEES (APPRENTICES (M, F), ON THE JOB TRAINEES (M, F)). Rows include OFFICIALS (MANAGERS), SUPERVISORS, FOREMEN, CLERICAL EQUIPMENT OPERATORS, MECHANICS, TRUCK DRIVERS, IRONWORKERS, CARPENTERS, CEMENT MASONS, ELECTRICIANS, PIPEFITTERS, PLUMBERS, PAINTERS, LABORERS (SEMI-SKILLED, UNSKILLED), and TOTAL.

TABLE B

Table with 4 columns: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT (TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (M, F)).

TABLE C

Table with 8 columns: EMPLOYEES IN TRAINING, TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (BLACK, HISPANIC, \*OTHER MINOR. (M, F)). Rows include APPRENTICES and ON THE JOB TRAINEES.

FOR DEPARTMENT USE ONLY

\*Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on the next page

**RETURN WITH BID**

**Contract No. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Project TE-D1(754)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
District 1 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

## RETURN WITH BID

### **ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Project TE-D1(754)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

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

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

# PROPOSAL ENVELOPE



## PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

## NOTICE

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

Contract No. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Project TE-D1(754)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
District 1 Construction Funds



**Illinois Department of Transportation**





## NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 18, 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. 83926  
COOK County  
Section 06-00087-00-SW (River Grove)  
Project TE-D1(754)  
Route FAU 1376 (Grand Ave. & Thatcher Ave.)  
District 1 Construction Funds**

**Project consists of 3,610 feet of Streetscape Improvements including curb and gutter, sidewalk, driveway removal and replacement, tree planters area, decorative brick sidewalk, pedestrian lights and all other incidental items to complete the work on FAU Route 1376 (Grand Avenue) from Struckman to Hessing and (Thatcher Avenue) from River Grove to Arnold Street in the village of River Grove.**

- 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)

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.

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Transportation Corridor  
Beautification Project  
Village of River Grove  
Section No. 06-00087-00-SW

SPECIAL PROVISIONS  
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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		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 January 18 and March 7, 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	71	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	74	X Cement	Jan. 1, 2007	Nov. 1, 2007
* 80193		Concrete Barrier	Jan. 1, 2008	
80177		Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	77	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80178	85	X Dowel Bars	April 1, 2007	Jan. 1, 2008
80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
80190		Engineer's Field Office (Long Distance Bill)	Nov. 1, 2007	
80179		Engineer's Field Office Type A	April 1, 2007	
80175		Epoxy Pavement Markings	Jan. 1, 2007	
* 80189	86	X Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180	88	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		Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	
* 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		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	89	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	91	X Portland Cement Concrete Plants	Jan. 1, 2007	
80171	93	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261	95	X Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80172	97	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007

<u>File Name</u>	<u>Pg#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80183	103	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	
* 80151	104	X	Reinforcement Bars	Nov. 1, 2005	Jan. 2, 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			Seeding	July 1, 2004	Aug. 1, 2007
80152	106	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
80132	111	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007
* 80197			Silt Filter Fence	Jan. 1, 2008	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2007
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191			Stone Gradation Testing	Nov. 1, 2007	
80143	113	X	Subcontractor Mobilization Payments	April 2, 2005	
80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	114	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176			Thermoplastic Pavement Markings	Jan. 1, 2007	
80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	115	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	118	X	Working Days	Jan. 1, 2002	

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

80187 Legal Requirements to be Observed

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

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

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



**SPECIAL PROVISIONS**

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

**FAU 1376 GRAND AVENUE AND THATCHER AVENUE  
PROJECT TE-00D1(754)  
VILLAGE SECTION 06-00087-00-SW  
VILLAGE OF RIVER GROVE  
COOK COUNTY**

**LOCATION OF PROJECT**

The location of the project shall be on Grand Avenue beginning at Struckman Avenue (Sta. 11+85) and ending at Hessing Street (Sta. 37+00) for a total length of 2,515 feet (0.472 miles) and also on Thatcher Avenue beginning at River Grove Avenue (Sta. 4+35) and ending at Arnold Street (Sta. 15+30) for a total length of 1,095 feet (0.211 miles), within the Village of River Grove, in Cook County.

**DESCRIPTION OF PROJECT**

This project includes the streetscape of Grand Avenue and Thatcher Avenue along the entire length of the project.

The work shall include the removal of the existing sidewalk, curb and gutter, driveway aprons, alley returns, tree planters, and grass parkway, the installation of new decorative brick sidewalk, concrete sidewalk, curb and gutter, driveway aprons, private entrance sidewalks, storm sewers and drainage structures, restoring the grass parkways with topsoil and sod, and all other appurtenant work necessary to complete the project.

As part of the streetscape project, new pedestrian light fixtures and tree planters shall be installed on both sides of street. Any other work, including the grinding and resurfacing of a portion of Grand Avenue that is necessary to complete the improvements will also be included under this contract.

**NOTIFICATION OF RESIDENTS**

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

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**STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987

Revised: July 1, 1994

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

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Estimated Dates for Start and Completion of Relocations or Adjustments</u>
Electric:	ComEd Real Estate Services 3 Lincoln Center, Fourth Floor Oakbrook Terrace, IL 60181-4260 Attn: Mr. John Pribich Phone: 630-437-2212		No Conflicts
Gas:	Nicor Utility Coordinator 1844 Ferry Road Floor 3W Naperville, IL 60563 Attn: Ms. Constance Lane Phone: 630-983-8676 ext. 2362		Start 3/08 End 3/08
Telephone:	SBC (Ameritech) 162 S. York Rd. Elmhurst, IL 60126 Attn: Mr. Mike Carney Phone: 630-941-4270		No Conflicts
Water/Sewer:	Village of River Grove 8300 Center Street River Grove, IL 60171 Attn: Mr. Brent Leder 708-453-8000		No Conflicts

**NOTIFICATION OF CONSTRUCTION**

The Contractor shall notify the Department, Engineer, Village of River Grove, and affected Governmental Agencies in writing at least 48 hours prior to the commencement of construction.

**Public Utilities** - The Contractor shall notify all public utility companies having utilities within the limits of work of the Contract 48 hours prior to commencing work. The Contractor shall be responsible for the preservation of existing utility installations, damage done by him to utilities found within the limits of the improvements, and the costs of providing precautionary supports, braces, etc. to insure against damage to said utility installations. The Contractor shall also be responsible for coordinating with the utilities for the relocation of their facilities.

**COMPLIANCE WITH CODES**

The Contractor shall be responsible at his own expense to comply with the applicable provisions of OSHA and Federal, State, County, Township, or Municipal codes as they affect this project.

**SAW-CUTTING**

This work shall be done where any new pavement, curb and gutter, frames and grates, structures, sidewalks, or driveways abut existing pavement.

All required saw-cutting work should be included in the pertinent individual pay items in the Contract.

**OPEN EXCAVATIONS**

The contractor will not be allowed to leave any excavation necessary for storm sewer installation, drainage structure installation, or structure adjustments open overnight. The Contractor will be responsible for completely backfilling or installing a plate over all excavations at the end of each day.

**CONCRETE BREAKERS**

When removing pavement, curb and gutter, sidewalks, driveways, and/or any other structures, the use of any type of concrete breakers such as drop hammers, which might damage underground public or private utilities, will not be permitted. Under no circumstances will the use of a frost ball be permitted.

**MAINTENANCE OF ROADWAYS**

Effective: September 30, 1985

Revised: November 1, 1996

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

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

**STORM SEWER SPECIAL PROVISIONS**

**CATCH BASIN, TYPE 'C', TYPE 1 FRAME, OPEN LID**

A Type 'C' Catch Basin shall be constructed at the location shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

**RECONNECTION OF EXISTING SEWER PIPE (S), UP TO FOUR FEET (4') IN LENGTH, OF ANY SIZE AND/OR DIMENSION, SHALL BE CONSIDERED INCIDENTAL TO THE PLACEMENT OF THE PROPOSED STRUCTURE. ALL TRENCH BACKFILL WILL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE.**

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**ALL INLET AND OUTLET PIPES OF STRUCTURE SHALL BE JOINED WITH WATERTIGHT FLEXIBLE RUBBER CONNECTORS CONFORMING TO ASTM C-443 & C-923 WITH STAINLESS STEEL BAND.**

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

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for TYPE 'C' CATCH BASIN, TYPE 1 FRAME, OPEN LID, which price shall include all costs for furnishing the labor, materials, and equipment to excavate, furnish and install the complete structure including the flexible rubber connector, and the frame and lid to the proper grade, and backfill the excavated area with crushed stone after the installation of the structure has been completed in accordance with the Specifications.

**INLETS, TYPE A, TYPE 1 FRAME, OPEN LID**

An inlet shall be constructed at the locations shown on the Plans and in accordance with the details shown on the Plans. The Contractor will be responsible for ensuring that the pipe openings are formed in the correct locations so that additional cutting of the precast structure is not necessary. A minimum of 2" and a maximum of 6" of adjustment rings will be allowed.

**RECONNECTION OF EXISTING SEWER PIPE (S), UP TO FOUR FEET (4') IN LENGTH, OF ANY SIZE AND/OR DIMENSION, SHALL BE CONSIDERED INCIDENTAL TO THE PLACEMENT OF THE PROPOSED STRUCTURE. ALL TRENCH BACKFILL WILL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE. ALL INLET AND OUTLET PIPES OF STRUCTURE SHALL BE JOINED WITH WATERTIGHT FLEXIBLE RUBBER CONNECTORS CONFORMING TO ASTM C-443 & C-923 WITH STAINLESS STEEL BAND.**

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

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for INLETS, TYPE A, TYPE 1 FRAME, OPEN LID, which price shall include all costs for furnishing the labor, materials, and equipment necessary to excavate, furnish, and install the structure including the flexible rubber connector and the frame and lid to the proper grade, and backfill the excavated area with crushed stone after the installation of the structure has been completed in accordance with the Specifications.

**FRAMES AND LIDS, TYPE 1**

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

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

\* Note: Or approved equal.

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

**FRAMES AND LIDS TO BE ADJUSTED**

This item shall include the adjustment of existing inlet, catch basin, manhole, and valve vault frames and lids at locations shown on the Plans or as directed by the Engineer.

All proposed and existing structures located within the pavement are to be adjusted to finish grade.

The pavement disturbed by the adjustment will be replaced with eight inch (8") concrete base course to the grade of the existing base course in preparation for the one and one-half inch (1½") lift of HMA surface course. The removal and replacement of the pavement shall be included as part of this item.

The adjustment of frames and grates on newly installed or reconstructed structures shall not be paid for separately but shall be considered as part of the respective pay item for the installation of the proposed and reconstructed structures.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for FRAMES AND LIDS TO BE ADJUSTED, which price shall include all costs for furnishing the adjustment rings, mortar, and all other labor and materials necessary to complete the adjustment of the structure in accordance with the Specifications

**DOMESTIC WATER SERVICE BOXES AND VALVE BOXES TO BE ADJUSTED**

This item shall include the adjustment of water service and valve boxes at locations shown on the Plans and as directed by the Engineer. The Contractor shall protect the existing water service and valve boxes during the periods when concrete removal and while excavating and grading are being done. Any water service and valve boxes damaged by the Contractor shall be replaced at his expense.

The Contractor shall adjust these water service boxes and valve boxes to their final grade. Where water service boxes and valve boxes have been found to be in poor or broken condition, the Village will provide the replacement parts so that the Contractor can complete his adjustment work.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED or VALVE BOXES TO BE ADJUSTED, which price shall include all costs for furnishing the labor and equipment necessary to complete the adjustment of each domestic water service or valve box in accordance with the Specifications.

**STRUCTURES TO BE RECONSTRUCTED**

This item includes the reconstruction of existing manholes and catch basins at locations shown on the Plans or as directed by the Engineer. The reconstruction work shall not disturb the existing bench but shall be concentrated upon the reconstruction of all defective barrel and cone sections to a depth exceeding two (2) feet. The Engineer shall mark the depth to which the structure shall be reconstructed prior to the beginning of the work on the structure.

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The pavement area disturbed by the reconstruction will be replaced with eight inch (8") concrete base course to the grade of the existing base course in preparation for the one and one-half inch (1½") lift of HMA surface course. The removal and replacement of the pavement around the adjusted structures shall be included as part of this item. Only a precast concrete barrel, cone, or flat top section, shall be used to replace defective sections of the structure. It shall be the Contractor's responsibility to determine the size of the existing structure. No additional payment shall be made for the various sizes of structures encountered. Any manholes or catch basins, which are reconstructed, shall have all debris removed from the bench regardless of whether it resulted from the construction project. All precast cone sections will have a flat surface on the bottom edge that rests on the remaining portion of the existing structure.

**RECONNECTION OF EXISTING SEWER PIPE (S), UP TO FOUR FEET (4') IN LENGTH, OF ANY SIZE AND/OR DIMENSION, SHALL BE CONSIDERED INCIDENTAL TO THE PLACEMENT OF THE PROPOSED STRUCTURE. ALL TRENCH BACKFILL SHALL ALSO BE INCLUDED IN THE COST OF THE STRUCTURE TO BE RECONSTRUCTED.**

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

**CONNECTION TO EXISTING STRUCTURE**

This item will include furnishing all work and materials necessary to connect proposed storm sewer directly into existing structures where the creation of a pipe diameter opening in existing structures is required for the connection or where an existing pipe opening has to be enlarged.

At locations shown on the plans or where directed by the Engineer the proposed pipe will be connected to the existing structures. The connection will be made by saw cutting an opening a maximum of two inches larger than outside diameter of proposed sewer. For each proposed inlet pipe entering an existing structure, a watertight flexible connector conforming to ASTM C-443 & C-923 with stainless steel band shall be installed prior to connecting the new pipe to the existing structure. The sewer will be extended beyond the inside surface of the existing structures, a minimum of one inch and a maximum of six inches. The void remaining outside of the pipe shall be filled with bricks and mortar to the satisfaction of the Engineer.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for CONNECTION TO EXISTING STRUCTURE, which price shall include all costs for furnishing the required labor, materials, and equipment necessary to excavate, break into structures, dispose of the excavated material, install the watertight flexible connector, connect all pipes to the structure, and to backfill the excavated area in accordance with the Specifications.

**STORM SEWERS, PVC, SDR 26, 12"**

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

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

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

### **TRENCH BACKFILL**

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

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

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

## **CONCRETE SPECIAL PROVISIONS**

### **SIDEWALK REMOVAL**

This item includes the removal of sidewalk at locations shown on the Plans and as directed by the Engineer. The Engineer will mark the limits of removal. The sidewalk shall be saw cut full-depth and any areas outside the limits of removal which are damaged shall be replaced by the Contractor at his own cost.

The removal of concrete, brick, and flagstone shall all be included in this item. These sidewalks shall be excavated to the subgrade of the proposed five inch (5") concrete sidewalk, including the two inch (2") crushed stone cushion or the proposed decorative brick sidewalk, including the four inch (4") aggregate base course, and one inch (1") sand cushion. Any additional excavation required to reach the proposed subgrade of the decorative brick sidewalk abutting the curb or decorative brick sidewalk through a driveway shall be paid for under EARTH EXCAVATION.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Square Foot for SIDEWALK REMOVAL, which price shall include all costs for saw cutting, excavation required to install the proposed sidewalk or decorative brick sidewalk, and bedding, disposal of excavated material, and all other labor and equipment necessary to remove the sidewalk in accordance with the Specifications.

### **DRIVEWAY PAVEMENT REMOVAL**

This item will include the removal of existing concrete and bituminous driveway pavements, concrete driveway pavements which have been overlaid with asphalt, and bituminous driveway pavements with an aggregate base at locations shown on the Plans and as directed by the Engineer. The use of drop hammers will not be allowed for breaking these pavements.

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These driveways will be excavated to the sub-grade of the proposed driveway as shown on the plans or as directed by the Engineer. The Contractor shall be required to saw cut the driveway pavement full-depth at the limits of removal.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Square Yard for DRIVEWAY PAVEMENT REMOVAL, which price shall include all costs for saw cutting, breaking of the existing material, excavation required to install the proposed driveway including the crushed stone cushion, disposal of excavated material, and all other labor and equipment necessary to remove the concrete driveway pavement in accordance with the Specifications.

**PAVEMENT REMOVAL**

This item will include the removal of existing alley return pavements at locations shown on the Plans and as directed by the Engineer. These pavements will be excavated to the sub-grade of the proposed concrete alley return pavements, including a four inch (4") crushed stone cushion. The Contractor shall be required to saw cut the pavements pavement full-depth at the limits of removal.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Square Yard for PAVEMENT REMOVAL, which price shall include all costs for saw cutting, breaking of the existing material, excavation required to install the proposed concrete alley return pavement, disposal of excavated material, and all other labor and equipment necessary to remove the concrete pavements pavement in accordance with the Specifications.

**COMBINATION CURB AND GUTTER REMOVAL**

This item includes the removal of the existing combination curb and gutter and six inch (6") wedge at locations indicated on the Plans and as directed by the Engineer. Included in this item is the removal of all types of curb encountered on the Project. Also included in this item is the removal and disposal of any asphalt that has been overlaid into the gutter of any curb that is designated for removal. All removal shall terminate at existing contraction joints, expansion joints or at saw-cut lines as determined by the Engineer.

Prior to removing the curb and gutter, the Contractor shall saw-cut the existing pavement six inches (6") from edge of pavement to a depth of nine inches (9") to allow for the framing of the proposed curb and gutter. This six inch (6") wedge shall be removed and the void between the existing pavement and the proposed curb and gutter shall be thoroughly cleaned. This work will be included in the cost for this item.

Any additional excavation at the back of curb that is needed to allow for the framing of the curb and gutter will be included in this item.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Foot for COMBINATION CURB AND GUTTER REMOVAL, which price shall include the saw-cutting of existing curb at its limits of removal, the saw-cutting six inches (6") from the edge of pavement, the breaking and removing of the curb and gutter and pavement in front of the curb and gutter, any included excavating necessary for formwork, disposing of the included excavated material, and all other labor and equipment necessary to complete this item in accordance with the Specifications.

**COMBINATION CONCRETE CURB & GUTTER, TYPE B-6.12 (MODIFIED)**

The construction of the combination concrete curb and gutter shall be in accordance with the details for this item as shown on the Plans. The proposed curb and gutter shall have a gutter flag having a minimum thickness of ten inches (10").



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The curb and gutter shall be laid upon a cushion of compacted crushed stone, Gradation CA-6 having a minimum thickness of two inches (2"). Between four (4) and twenty-four (24) hours after the curb has been placed, contraction joints three inches (3") in depth, shall be saw-cut at a maximum spacing of fifteen feet (15') and at other locations as may be designated by the Engineer. These joints shall then be sealed according to the requirements of Article 420.14(a) of the Standard Specifications for Road and Bridge Construction.

Three-quarter inch (3/4") bituminous expansion joint fillers with two (2) smooth, round, epoxy coated, steel dowel bars each 3/4" in diameter and 18" long shall be placed at intervals not to exceed 100', at all radius or bend points, on both sides of structures located within the curb and gutter, and at other locations designated by the Engineer. At locations where the proposed curb and gutter meets existing curb and gutter, two (2) epoxy coated, steel dowel bars shall be drilled into the existing curb and gutter.

It shall be the Contractor's responsibility to provide for curb depressions to be constructed where public sidewalks are to be ramped at curb crossings. The depressions shall be in basic compliance with the Accessibility Guidelines as detailed in the Americans with Disabilities Act (ADA).

After removal of the "back of curb" form, the excavated area behind the curb designated for sodding shall be immediately backfilled with select non-organic earth backfill in preparation for the placement of the topsoil. All areas where concrete pavement or brick sidewalk is to be constructed shall be backfilled with crushed stone, gradation CA-6. The placement of the required backfill material shall be included under this item.

The void left between the face of the gutter flag and the existing base course shall first be thoroughly cleaned, and then filled with a minimum thickness of eight inches (8") of concrete. The concrete wedge shall be placed after the curb and gutter has been poured and has achieved sufficient strength, as determined by the Engineer. The final grade of the concrete wedge shall be one and one-quarter inches (1 1/4") below the finished curb gutter. The placement of the concrete wedge shall be included in the placement of the curb and gutter.

Basis of Payment: This item shall be paid for at the Contract unit price per Foot of COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MODIFIED), which price shall include all costs for furnishing and placing the stone cushion, expansion joints, dowel bars, forming, concrete needed to construct the curb and gutter and concrete wedge, backfilling the curb and gutter and furnishing all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

**CONCRETE CURB, TYPE B (SPECIAL)**

This work shall include constructing a four foot six inch wide by twelve foot long (4'6" X 12') planter box around proposed trees as shown on the Plans or as directed by the Engineer. The planter box will be located within the decorative brick pavers. The curb head will be four inches (4") tall and three inches (3") wide. The barrier curb shall have a total height (including curb head) of twelve inches (12") and shall be placed upon two inches (2") of compacted, crushed stone.

The concrete curb shall be laid upon a cushion of compacted crushed stone, Gradation CA-6 as indicated on the plans. Three (3) smooth, round, epoxy coated, steel #6 dowel bars running the continuous length along each edge of the planter shall be placed at the location indicated on the detail. In addition at each corner where two curbs meet a steel dowel bar 1/2" in diameter shall be bent to make a 90° angle and each side of the angle shall be one feet in length.

Basis of Payment: Payment shall be at the Contract unit price per Foot for CONCRETE CURB, TYPE B (SPECIAL) which price shall include all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

### DETECTABLE WARNINGS

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

The area measured for payment shall be that portion of the ramp that is colored **yellow**, typically the width of the ramp and a length of 24 inches.

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

### PORTLAND CEMENT CONCRETE PAVEMENT, 8"

This item shall include the placement of an eight (8") concrete pavement at locations shown on the Plans or as directed by the Engineer. This item will be used to install the concrete pavement within the proposed alley returns. The pavement shall be placed upon a cushion of compacted crushed stone, Gradation CA-6, having a minimum thickness of four inches (4").

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for PORTLAND CEMENT CONCRETE PAVEMENT, 8", which price shall include all costs for furnishing and placing the stone cushion, expansion joints, forming, concrete needed to construct the pavement, and all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

### CURING AND PROTECTION

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

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

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

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for PROTECTIVE COAT, which price shall include all costs for furnishing the labor, materials, and equipment necessary to apply the protective coat in accordance with the Specifications. The protection of the new concrete will not be paid for separately but will be included in the unit price for the various concrete items in the contract.

### DECORATIVE BRICK SIDEWALK

This work shall be in accordance with Section 1041 of the Standard Specifications for Clay Paving Bricks and the

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details shown on the plan. A decorative brick sidewalk shall be installed at the locations shown on the plans or as directed by the Engineer. The contractor shall submit shop drawings for review and the Village shall select the desired color prior to ordering.

The aggregate base or the concrete base shall be paid for under their respective items. The geotechnical fabric will be included in the respective base course items.

A filter fabric shall be installed on the Portland Cement Concrete Base Course prior to the placement of the sand cushion which shall extend up along the back of curb to the elevation of the top of the brick sidewalk. The filter fabric shall be non-woven. Sand shall be spread over the filter fabric with a 1" thickness and leveled to required slope and grade. The bed shall not be compacted until pavers are installed. Pavers with chips, cracks or other aesthetic defects shall not be used. Pavers shall be set true to line and grade and be tightly butted. Joints between pavers shall not exceed 1/8". The pavers shall be compacted by a mechanical vibratory compactor on the surface until pavers are uniformly level, true to grade, and immobilized. Where required, pavers shall be cut with a masonry or concrete saw. Edges shall be plumb and straight. Scoring and breaking will not be acceptable. Joints between pavers shall be filled by sweeping sharp sand into the joints. When joints are filled, paver surfaces shall be swept clean of sand.

The brick paving contractor shall provide evidence that his firm has specific experience meeting the following criteria:

1. Experience installing pavers using a sand bedding method with a minimum of 20,000 square feet per year for the past three (3) years.
2. The same experienced supervisory personnel will be made available for this project.

The brick paving contractor shall submit a list of complete projects setting forth description, area, location and references with addresses and phone numbers.

**Basis of Payment:** This work will be paid for at the contract unit price per Square Foot for DECORATIVE BRICK SIDEWALK.

**AGGREGATE BASE COURSE, TYPE B 4"**

This item will include the placement of a four inch (4") aggregate base at locations where decorative brick sidewalk is to be installed except where the brick sidewalk abuts any curb or crosses a driveway, and as directed by the Engineer. The decorative brick sidewalk and the one inch (1") sand cushion shall be placed on top of the aggregate base course. The aggregate base course shall be placed on top of geotechnical fabric, which will be included in the cost for this item.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Square Foot for AGGREGATE BASE COURSE, TYPE B 4", which price shall include all costs for furnishing and placing aggregate base course and geotechnical fabric, and all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

**PORTLAND CEMENT CONCRETE BASE COURSE, 3"**

This item pertains to the Portland cement concrete base to be placed beneath the Decorative Brick Sidewalk where it abuts any curb or as directed by the Engineer.

Work shall be in accordance with Section 353 of the Standard Specifications except as modified as follows:

The thickness of the base course shall be 3".

The Portland Cement concrete base course shall be placed on top of a two inch (2") crushed stone cushion and geotechnical fabric which will be included in the cost for this item.

The unit of measurement shall be Square Foot.

The surface of the finished concrete base course shall be left 3-1/4" below the top of the curb.

**Basis of Payment:** This work shall be paid for at the Contract Unit Price per Square Foot for PORTLAND CEMENT CONCRETE BASE COURSE, 3".

**PORTLAND CEMENT CONCRETE BASE COURSE, 7"**

This item pertains to the Portland cement concrete base to be placed beneath the Decorative Brick Sidewalk where the sidewalk crosses a driveway or as directed by the Engineer.

Work shall be in accordance with Section 353 of the Standard Specifications except as modified as follows:

The thickness of the base course shall be 3".

The Portland Cement concrete base course shall be placed on top of a two inch (2") crushed stone cushion and geotechnical fabric which will be included in the cost for this item.

The unit of measurement shall be Square Foot.

The surface of the finished concrete base course shall be left 3-1/4" below the top of the curb.

**Basis of Payment:** This work shall be paid for at the Contract Unit Price per Square Foot for PORTLAND CEMENT CONCRETE BASE COURSE, 7".

**MISCELLANEOUS SPECIAL PROVISIONS**

**PLANTER RAILING**

This item will include furnishing and placing of a planter railing on the barrier curb constructed around the perimeter of the planter box at locations shown on the Plans. The box planter will be located within the concrete sidewalk. The planter box shall be four feet six inches wide by twelve feet long (4'6" X 12'). The planter railing will be anchored to the proposed barrier curb around the perimeter of the planter box via a 2"x2" plate on the bottom of the posts for the railing. The plate will be attached to the curb through the tapping of a hole and anchoring of the plate to the curb. The railing shall be as detailed in the Plans. The railing (complete assembly) shall be finished with a black powder coating.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Foot for PLANTER RAILING, which price shall include all costs for furnishing and placing the planter railing, and all labor, material, and equipment necessary to construct this item in accordance with the details shown on the Plans and with the Specifications.

**TOPSOIL FURNISH AND PLACE, 4"**

The Contractor shall take precautions so as not to unnecessarily damage lawns. In areas that are designated to be sodded, the **existing sod shall first be cut and removed**, the area shall then be shaped, graded and rototilled. This area shall then have a layer of good quality, pulverized topsoil which has been approved by the Engineer prior to placement, spread and fine raked in such a manner as to result in a top dressing of the parkway having an average thickness of four inches (4") of topsoil. Any excavation and/or grading of the parkway which is required to give a uniform slope from the limit of sod restoration to the top of the curb shall be included under this item. **The old sod shall be removed from the parkway and under no circumstances will be used to backfill behind the curb.** Unless otherwise directed by the Engineer, the topsoil and sod shall be placed before the installation of the hot-mix asphalt surface course.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard for TOPSOIL FURNISH AND PLACE, 4", which price shall include all costs for furnishing the labor, equipment, and material necessary to place the topsoil in accordance with the Specifications.

**TOPSOIL FURNISH AND PLACE**

This item pertains to the furnishing and placing of topsoil in the new planters installed as part of the project. Top soil of an average depth of 18" shall be placed within the planters.

Work under this item shall be performed in accordance with Section 211 of the Standard Specifications except as herein modified.

DESCRIPTION: This work shall include

1. The excavation of planters or parkway (sodded) to a depth as specified on the plans.
2. Disposal of the material removed, grading the area.
3. Soil testing of supplemental topsoil and on-site topsoil.
4. Preparation and placement of planter backfill mix in the new curbed planters, to the depth specified on the plans including all amendments.
5. Finished grading of all areas in which planter backfill is placed.

Submittals:

1. Topsoil Data: Provide, to the Village Engineer, the location(s) and name(s) of topsoil sources from which supplemental topsoil is to be obtained for the project, approximate quantities obtained at each site, depth at which soil was taken and indicate whether crops had grown on site(s).
2. Soil Testing: The Contractor shall provide soil tests of both on-site topsoil and supplemental topsoil prior to delivery of any topsoil to the site. Employ an independent testing lab that uses methods approved by the Association of Agricultural Chemists to test two (2) samples of the on-site topsoil and two (2) samples of the proposed supplemental topsoil. Submit a report to the Architect containing soil tests, lab analysis stating whether topsoil meets specification requirements and lab suggestions for amendment. The Architect will specify soil amendments required.

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The following information shall be indicated in the soil test results:

- a. Chemical Analysis: include pH, Cation Exchange Capacity (CEC), Organic Matter (OM), phosphorus, potassium (K), soluble salts, essential nutrients and any harmful chemicals.
  - b. Physical Analysis: Percentages of sand, silt, clay, and U.S. Department of Agriculture soil classification.
  - c. Lab recommendations for amendments. (e.g., sand loam, silty loam, etc.)
3. Other Samples: The following materials shall be submitted to the Village of River Forest for approval prior to delivery to the site.
- a. Submit 1-quart samples of imported topsoil and planter backfill
  - b. Submit manufacturer's data for fertilizers and amendments recommended by the soil testing analysis.

Materials:

1. Topsoil shall be a sandy loam mineral soil, uniform in color and texture; corresponding to native soils; containing no grass roots, sod, weeds, rocks, stiff clay, clods, or any other substance undesirable to plant growth. The soil shall be loose, friable, and of good tilth. The pH shall range between 5.5 to 7.0.
  - a. Nutrient data as follows. All soil sampling and testing shall comply with procedures in the USDA Ag. Handbook 60: Diagnosis and Improvement of Silane and Alkali Soils.

Phosphorus	Min. 75 lbs./ac.
Potassium	Min. 300 lbs./ac.
Calcium	Min. 1,500 ppm
Cation Exchange Capacity	Min. 20 meq/100g
Soluble Salt	Max. 1,000 ppm

- b. Organic content shall not be less than 3 percent and not greater than 5 percent determined by loss of ignition.
- c. Gradation:

<u>Sieve Designation</u>	<u>Percent Passing</u>
No. 4 (4.76 mm)	100
No. 10 (2.00 mm)	95 - 100
No. 18 (1.00 mm)	90 - 100
No. 35 (500 micron)	65 - 100
No. 60 (250 micron)	0 - 50
No. 140 (105 micron)	0 - 20
No. 270 (53 micron)	0 - 10

- d. Textural Grades:
 

Fine gravel, coarse sand, medium sand	20 - 40 %
Silt	25 - 60 %
Clay	5 - 20 %

Clay content shall be determined by Bouyoucous hydrometer Test.

2. pH Adjustment: Soil pH adjustments will be made based on soil test lab recommendations.
  - a. Limestone: Calcium carbonate (ground limestone) with 50% passing a No. 200 mesh sieve, 90% passing a No. 100 mesh sieve and 100% passing a No. 10 mesh sieve. Total carbonates shall not be less than 80%.
  - b. Sulfur: Granular sulfur.
3. Coarse sand shall be clean coarse sand between .6 mm and 2.0 mm size. Sand is to be free of sediments and debris.
4. Pine fines shall be 3/8" southern pine bark fines as available from Midwest Trading (847) 742-1840.
5. Planter backfill mix percentages:
  - 70 % Topsoil
  - 15% Coarse sand
  - 15% Pine fines

**Landscape Excavation and Backfill:**

1. If rock, underground construction work, tree roots or obstructions are encountered in the excavation of plant pits, it shall be brought to the attention of the Landscape Architect.
2. Excess or unsuitable subgrade soils shall be staged and removed from the site as demolition debris immediately following excavation of planted areas. Excavated soils originating below the cover fill layer shall not be used as backfill for plant pits or beds.
3. Compact subgrade in planting beds to 85% proctor density. Where pavement and other structures have been removed, bring planting bed to sub-grade with suitable subgrade fill. Install topsoil and planter backfill in 6" lifts; compact lightly between lifts.

**Method of Measurement:** TOP SOIL FURNISH AND PLACE will be measured in place and the volume computed in cubic yards. The cubic yards measured will be paid for only once.

**Basis of Payment:** This work will be paid for at the contract unit price per cubic yard for TOP SOIL FURNISH AND PLACE which price shall include all costs for furnishing the labor, equipment, and materials necessary to install the topsoil in accordance with the Specifications.

**SODDING**

This item shall include the placement of sod on all landscaped areas disturbed by construction as shown on the plans and directed by the Engineer. **Any damage beyond these limits will be restored by the Contractor at his own expense.**

After the parkway areas designated for sodding have received a layer of topsoil, the areas shall be carefully graded, fine-raked, rolled, and then covered with a good quality of grass sod. Kentucky Blue or Merion Blue sod shall be used in sodding the parkways. The minimum area of any piece of sod to be placed shall be one (1) square foot with no side being less than six inches (6").

The Contractor shall be responsible for watering the sod a sufficient number of times to insure that the sod is firmly knitted to the soil and is in a healthy, growing condition. Once the Contractor feels that the sod has met these requirements, he shall notify the Engineer in writing, requesting an inspection of the sod. The Engineer shall inspect the sod within three (3) working days of being notified by the Contractor, and shall supply the Contractor with a written punch list of any areas that are found unacceptable.

Basis of Payment: This item shall be paid for at the Contract unit price per Square Yard of SODDING, which price shall include all costs for furnishing the labor, equipment, and materials necessary to install the sod in accordance with the Specifications.

### PLANTER REMOVAL

The Contractor shall be responsible for removing all the wooden and concrete planters and its contents at locations shown on the plans or as directed by the Engineer.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for PLANTER REMOVAL, which price shall include all costs for furnishing the labor and equipment necessary to completely remove the planters in accordance with the Specifications.

### TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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

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

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

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

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

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



**TRAFFIC CONTROL PLAN**

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

**STANDARDS:** 702001-06, 701301-02, 701501-03, 701701-04, and 701801-03

**DETAILS:** Traffic Control and Protection for Side Roads, Intersections, and Driveways  
Arterial Road Information Signing

**SPECIAL PROVISIONS:** Special Provision for Work Zone Traffic Control (LRS 3)  
Maintenance of Roadway  
Traffic Control and Protection (Special)  
Temporary Information Signing

**TEMPORARY INFORMATION SIGNING**

Effective: November 13, 1996

Revised: January 2, 2007

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 – Materials:

	<u>Item</u>	<u>Article/Section</u>
a.	Sign Base (Notes 1 & 2)	1090
b.	Sign Face (Note 3)	1091
c.	Sign Legends	1092
d.	Sign Supports	1093
e.	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

**GENERAL CONSTRUCTION REQUIREMENTS**

Installation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft. (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft. (600 m) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing sign due to the Contractor's operations shall be repaired or replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement.

This work shall be measured for payment in square feet (square meter) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.



**Storm Water Pollution Prevention  
Plan**

Route Grand Ave/Thatcher Ave  
Section 06-00087-00-SW  
County Cook

Marked Rt. FAU 1376  
Project No. TE-00D1(754)  
Contract No. 83926

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency on May 30, 2003 for storm water discharges from Construction Site Activities. This plan has also been prepared to comply with the provisions of NPDES Permit Number ILR40 for discharges from small municipal separate storm sewer systems if checked below.

NPDES permits associated with this project:

- ILR10 Permit No. (if applicable): \_\_\_\_\_  
 ILR40 Permit No. (if applicable): River Grove  
ILR00430

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.

Marilynn May  
Print Name  
President  
Title  
Village of River Grove  
Agency

Marilynn J. May  
Signature  
10-18-07  
Date

**I. Site Description:**

A. The following is a description of the project location:

The project location is the sidewalk area adjacent to Grand Avenue from Struckman Ave to Hessing and along Thatcher Avenue from River Grove Avenue to Arnold Street in the Village of River Grove.

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

This project includes sidewalk removal and replacement along Grand Avenue from Struckman Ave to Hessing Street and along Thatcher Avenue from River Grove Avenue to Arnold Street.

C. 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:

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The sidewalk will be removed and once the new lighting improvements are installed the sidewalk will be replaced.

- D. The total area of the construction site is estimated to be 1.20 acres.

The total area of the site that is estimated will be disturbed by excavation, grading or other activities is 1.20 acres.

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

0.95

- F. The following is a description of the soil types found at the project site followed by information regarding their erosivity:

Area is almost entirely built up and the area impervious and the soil types are not erosive.

- G. The following is a description of potentially erosive areas associated with this project:

The existing area is almost entirely impervious and as such there are no potentially erosive areas associated with the project.

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

The areas of sidewalk to be excavated will be approximately 7 inches below the grade of the abutting properties and therefore it is not anticipated that erosive factors will be an issue.

- I. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

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

The receiving waters for this area is the Des Plaines River.

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

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

**II. Controls:**

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

**A. Erosion and Sediment Controls**

**1. Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 14 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of 21 or more calendar days.

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

The following Stabilization Practices will be used for this project:

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

Describe how the Stabilization Practices listed above will be utilized:

**2. Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

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The following Structural Practices will be used for this project:

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

Describe how the Structural Practices listed above will be utilized:

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

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

- a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Section 59-8 (Erosion and Sediment Control) in Chapter 59 (Landscape Design and Erosion Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Section 59-8 are selected for implementation or if practices are applied to situations different from those covered in Section 59-8, the technical basis for such decisions will be explained below.

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

Description of Storm Water Management Controls.

This project involves the removal and replacement of sidewalk areas. Existing catch basins will be utilized to prevent sediment from entering the storm sewer system and discharging downstream into the Des Plaines River.

4. **Other Controls:**

- a. Vehicle Entrances and Exits – Stabilized construction entrances and exits must be constructed to prevent tracking of sediments onto roadways.

The contractor will provide the resident engineer with a written plan identifying the location of stabilized entrances and exits and the procedures (s)he will use to construct and maintain them.

- b. **Material Delivery, Storage, and Use** – The following BMPs shall be implemented to help prevent discharges of construction materials during delivery, storage, and use:
- All products delivered to the project site must be properly labeled.
  - Water tight shipping containers and/or semi trailers shall be used to store hand tools, small parts, and most construction materials that can be carried by hand, such as paint cans, solvents, and grease.
  - A storage/containment facility should be chosen for larger items such as drums and items shipped or stored on pallets. Such material is to be covered by a tin roof or large sheets of plastic to prevent precipitation from coming in contact with the products being stored.
  - Large items such as light stands, framing materials and lumber shall be stored in the open in a general storage area. Such material shall be elevated with wood blocks to minimize contact with storm water runoff.
  - Spill clean-up materials, material safety data sheets, an inventory of materials, and emergency contact numbers shall be maintained and stored in one designated area and each Contractor is to inform his/her employees and the resident engineer of this location.
- c. **Stockpile Management** – BMPs shall be implemented to reduce or eliminate pollution of storm water from stockpiles of soil and paving materials such as but not limited to portland cement concrete rubble, asphalt concrete, asphalt concrete rubble, aggregate base, aggregate sub base, and pre-mixed aggregate. The following BMPs may be considered:
- Perimeter Erosion Barrier
  - Temporary Seeding
  - Temporary Mulch
  - Plastic Covers
  - Soil Binders
  - Storm Drain Inlet Protection

The contractor will provide the resident engineer with a written plan of the procedures (s)he will use on the project and how they will be maintained.

- d. **Waste Disposal.** No materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- e. The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
- f. The contractor shall provide a written and graphic plan to the resident engineer identifying where each of the above areas will be located and how they are to be managed.

#### **5. Approved State or Local Laws**

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

included in the plan.

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

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

### III. Maintenance:

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. The resident engineer will provide maintenance guides to the contractor for the practices associated with this project.

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

### IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site. 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, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites 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. Discharge locations or points that are accessible, 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 I above and pollution prevention measures identified in section II 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 ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.
- 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 IV(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 shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.



The Incidence of Non-Compliance shall be mailed to the following address:

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

**V. 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.

- A. Spill Prevention and Control – BMPs shall be implemented to contain and clean-up spills and prevent material discharges to the storm drain system. The contractor shall produce a written plan stating how his/her company will prevent, report, and clean up spills and provide a copy to all of his/her employees and the resident engineer. The contractor shall notify all of his/her employees on the proper protocol for reporting spills. The contractor shall notify the resident engineer of any spills immediately.
- B. Concrete Residuals and Washout Wastes – The following BMPs shall be implemented to control residual concrete, concrete sediments, and rinse water:
- Temporary Concrete Washout Facilities shall be constructed for rinsing out concrete trucks. Signs shall be installed directing concrete truck drivers where designated washout facilities are located.
  - The contractor shall have the location of temporary concrete washout facilities approved by the resident engineer.
  - All temporary concrete washout facilities are to be inspected by the contractor after each use and all spills must be reported to the resident engineer and cleaned up immediately.
  - Concrete waste solids/liquids shall be disposed of properly.
- C. Litter Management – A proper number of dumpsters shall be provided on site to handle debris and litter associated with the project. The Contractor is responsible for ensuring his/her employees place all litter including marking paint cans, soda cans, food wrappers, wood lathe, marking ribbon, construction string, and all other construction related litter in the proper dumpsters.
- D. Vehicle and Equipment Cleaning – Vehicles and equipment are to be cleaned in designated areas only, preferably off site.
- E. Vehicle and Equipment Fueling – A variety of BMPs can be implemented during fueling of vehicles and equipment to prevent pollution. The contractor shall inform the resident engineer as to which BMPs will be used on the project. The contractor shall inform the resident engineer how (s)he will be informing his/her employees of these BMPs (i.e. signs, training, etc.). Below are a few examples of these BMPs:
- Containment
  - Spill Prevention and Control
  - Use of Drip Pans and Absorbents
  - Automatic Shut-Off Nozzles
  - Topping Off Restrictions
  - Leak Inspection and Repair

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F. Vehicle and Equipment Maintenance – On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

**VI. Failure to Comply:**

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



**Contractor Certification  
Statement**

This certification statement is 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 30, 2003.

Route	<u>Grand Avenue/Thatcher Avenue</u>	Marked Rt.	<u>FAU 1376</u>
Section	<u>06-00087-00-SW</u>	Project No.	<u>TE-D01(754)</u>
County	<u>Cook</u>	Contract No.	<u>83926</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. I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project. I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

- Contractor
- Sub-Contractor

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

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

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY **Transportation Corridor**  
**NOTICE OF INTENT (NOI)** **Beautification Project**  
**GENERAL PERMIT TO DISCHARGE STORM WATER** **Village of River Grove**  
**CONSTRUCTION SITE ACTIVITIES** **Section No. 06-00087-00-SW**

**OWNER INFORMATION**

NAME:	LAST Village of River Grove	FIRST	MIDDLE	(OR COMPANY NAME)	OWNER TYPE: City
MAILING ADDRESS:	2621 Thatcher Avenue				
CITY:	River Grove	STATE:	IL	ZIP:	60171
CONTACT PERSON:	Frank Callistro	TELEPHONE NUMBER:	708	AREA CODE	NUMBER 453-8000

**CONTRACTOR INFORMATION**

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

**CONSTRUCTION SITE INFORMATION**

SELECT ONE:	<input checked="" type="checkbox"/> New Site <input type="checkbox"/> CHANGE OF INFORMATION TO PERMIT NO. ILR10 _____								
FACILITY NAME:	Grand Avenue			OTHER NPDES PERMIT NOS.:					
FACILITY LOCATION:	Struckman Avenue to Hessing Street			TELEPHONE NUMBER:	708	AREA CODE	NUMBER 453-8000		
CITY:	River Grove	ST:	IL	ZIP:	60171	LATITUDE:	41 46 30	LONGITUDE:	87 50 00
COUNTY:	Cook	SECTION:	26	TOWNSHIP:	40N	RANGE:	12E		
APPROX. CONST. START DATE:	04 / 01 / 08	APPROX. CONSTRUCTION END DATE:	09 / 30 / 08	TOTAL SIZE OF CONSTRUCTION SITE IN ACRES:		1.20			
STORM WATER POLLUTION PREVENTION PLAN COMPLETED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (If no, separate notification required to Agency prior to construction.)									

**TYPE OF CONSTRUCTION**

TYPE BRIEF DESCRIPTION OF PROJECT:	Reconstruction Sidewalk removal and replacement and decorative lighting
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**HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE**

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

**RECEIVING WATER INFORMATION**

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

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

OWNER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

FOR OFFICE USE ONLY

MAIL COMPLETED FORM TO:  (DO NOT SUBMIT ADDITIONAL DOCUMENTATION UNLESS REQUESTED)	ILLINOIS ENVIRONMENTAL PROTECTION AGENCY DIVISION OF WATER POLLUTION CONTROL ATTN: PERMIT SECTION POST OFFICE BOX 19276 SPRINGFIELD, ILLINOIS 62794-9276 <a href="http://www.epa.state.il.us">www.epa.state.il.us</a>	LOG:  PERMIT NO. ILR10  DATE:
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Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

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

Please adhere to the following instructions:

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

.... Submit completed forms to:

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

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

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

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

**SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING**

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

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

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

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

LIGHTING SPECIAL PROVISIONS

General Electrical Requirements

Effective: January 1, 2007

Add the following to Article 801 of the Standard Specifications:

“Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition.”

Delete Articles 801.11 and 801.12 of the Standard Specifications.

Revise the 6th paragraph of Article 801.05(a) of the Standard Specifications to read:

“Resubmittals. All submitted items reviewed and marked ‘APPROVED AS NOTED’, or ‘DISAPPROVED’ are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments.”

Revise Article 801.11(a) of the Standard Specifications to read:

“Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein.”

Add the following to Section 801.11(a) of the Standard Specifications:

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance.”

Add the following to Section 801 of the Standard Specifications:

Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible.”

Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side.”

Revise the 2nd and 3rd sentences of the second paragraph of Article 801.02 of the Standard Specifications to read:

“Unless otherwise indicated, materials and equipment shall bear the UL label, or an approved equivalent, whenever such labeling is available for the type of material or equipment being furnished.”

**Maintenance of Lighting Systems**

Effective: January 1, 2007

Replace Article 801.11 and 801.12 of the Standard Specifications with the following:

Effective the date the Contractor's activities (electrical or otherwise) at the job site begin, the Contractor shall be responsible for the proper operation and maintenance of all existing and proposed lighting systems which are part of, or which may be affected by the work until final acceptance or as otherwise determined by the Engineer.

Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall initiate a request for a maintenance transfer and preconstruction inspection, as specified elsewhere herein, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting systems which may be affected by the work. The request for the maintenance preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date.

Existing lighting systems, when depicted on the plans, are intended only to indicate the general equipment installation of the systems involved and shall not be construed as an exact representation of the field conditions. It remains the Contractor's responsibility to visit the site to confirm and ascertain the exact condition of the electrical equipment and systems to be maintained.

### Maintenance of Existing Lighting Systems

**Existing lighting systems.** Existing lighting systems shall be defined as any lighting system or part of a lighting system in service prior to this contract. The contract drawings indicate the general extent of any existing lighting, but whether indicated or not, it remains the Contractor's responsibility to ascertain the extent of effort required for compliance with these specifications and failure to do so will not be justification for extra payment or reduced responsibilities.

#### **Extent of Maintenance.**

**Partial Maintenance.** Unless otherwise indicated, if the number of circuits affected by the contract is equal to or less than 40% of the total number of circuits in a given controller and the controller is not part of the contract work, the Contractor needs only to maintain the affected circuits. The affected circuits shall be isolated by means of in-line waterproof fuse holders as specified elsewhere and as approved by the Engineer.

**Full Maintenance.** If the number of circuits affected by the contract is greater than 40% of the total number of circuits in a given controller, or if the controller is modified in any way under the contract work, the Contractor shall maintain the entire controller and all associated circuits.

### Maintenance of Proposed Lighting Systems

**Proposed Lighting Systems.** Proposed lighting systems shall be defined as any lighting system or part of a lighting system which is to be constructed under this contract.

The Contractor shall be fully responsible for maintenance of all items installed under this contract. Maintenance shall include, but not be limited to, any equipment failures or malfunctions as well as equipment damage either by the motoring public, Contractor operations, or other means. The potential cost of replacing or repairing any malfunctioning or damaged equipment shall be included in the bid price of this item and will not be paid for separately.

### Lighting System Maintenance Operations

The Contractor's responsibility shall include all applicable responsibilities of the Electrical Maintenance Contract, State of Illinois, Department of Transportation, Division of Highways, District One. These responsibilities shall include the maintenance of lighting units (including sign lighting), cable runs and lighting controls. In the case of a pole knockdown or sign light damage



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caused by normal vehicular traffic, the Contractor shall promptly clear the lighting unit and circuit discontinuity and restore the system to service.

Responsibilities shall also include weekly night-time patrol of the lighting system, with patrol reports filed immediately with the Engineer and with deficiencies corrected within 24 hours of the patrol. Patrol reports shall be presented on standard forms as designated by the Engineer. Uncorrected deficiencies may be designated by the Engineer as necessitating emergency repairs as described elsewhere herein.

The following chart lists the maximum response, service restoration, and permanent repair time the Contractor will be allowed to perform corrective action on specific lighting system equipment.

INCIDENT OR PROBLEM	SERVICE RESPONSE TIME	SERVICE RESTORATION TIME	PERMANENT REPAIR TIME
Control cabinet out	1 hour	4 hours	7 Calendar Days
Hanging mast arm	1 hour to clear	Na	7 Calendar Days
Radio Problem	1 hour	4 hours	7 Calendar Days
Motorist caused damage or leaning light pole 10 degrees or more	1 hour to clear	4 hours	7 Calendar Days
Circuit out – Needs to reset breaker	1 hour	4 hours	Na
Circuit out – Cable trouble	1 hour	24 hours	21 Calendar Days
Outage of 3 or more successive lights	1 hour	4 hours	Na
Outage of 75% of lights on one tower	1 hour	4 hours	Na
Outage of light nearest RR crossing approach, islands and gores	1 hour	4 hours	Na
Outage (single or multiple) found on night outage survey or reported to EMC	Na	Na	7 Calendar Days
Navigation light outage	Na	Na	24 hours

- **Service Response Time** -- amount of time from the initial notification to the Contractor until a patrolman physically arrives at the location.
- **Service Restoration Time** -- amount of time from the initial notification to the Contractor until the time the system is fully operational again (In cases of motorist caused damage the undamaged portions of the system are operational.)
- **Permanent Repair Time** -- amount of time from initial notification to the Contractor until the time permanent repairs are made if the Contractor was required to make temporary repairs to meet the service restoration requirement.

Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. Repeated failures and/or a gross failure of maintenance shall result in the State's Electrical Maintenance Contractor being directed to correct all deficiencies and the resulting costs deducted from any monies owed the contractor.

Damage caused by the Contractor's operations shall be repaired at no additional cost to the Contract.

**Operation of Lighting**

The lighting shall be operational every night, dusk to dawn. Duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously. Lighting systems shall not be kept in operation during long daytime periods. The contractor shall demonstrate to the satisfaction of the Engineer that the lighting system is fully operational prior to submitting a pay request. Failure to do so will be grounds for denying the pay request.

**Basis of Payment.** Maintenance of lighting systems shall be paid for at the contract unit price per calendar month or fraction thereof for **MAINTENANCE OF LIGHTING SYSTEM**, which shall include all work as described herein.

**Wire and Cable**

Effective: January 1, 2007

Revise the second sentence of the first paragraph of Article 1066.02(a) to read:

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the second paragraph of Article 1066.02(b) to read:

“Uncoated conductors shall be according to ASTM B3, ICEA S-95-658/NEMA WC70, and UL Standard 44. Coated conductors shall be according to ASTM B 33, ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44.”

Revise the third paragraph of Article 1066.02(b) to read:

“All conductors shall be stranded. Stranding meeting ASTM B 8, ICEA S-95-658/NEMA WC70 and UL Standard 44. Uncoated conductors meeting ASTM B 3, ICEA S-95-658/NEMA WC70 and UL Standard 44.”

Revise the first sentence of Article 1066.03(a)(1) to read:

“General. Cable insulation designated as XLP shall incorporate cross-linked polyethylene (XLP) insulation as specified and shall meet or exceed the requirements of ICEA S-95-658, NEMA WC70, U.L. Standard 44.”

Add the following to Article 1066.03(a)(1) of the Standard Specifications:

“The cable shall be rated 600 volts and shall be UL Listed Type RHH/RHW/USE.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

Aerial Electric Cable Properties

Phase Conductor		Messenger Wire			
Size AWG	Stranding	Average Insulation Thickness		Minimum Size AWG	Stranding
		mm	mils		
6	7	1.1	(45)	6	6/1

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4	7	1.1	(45)	4	6/1
2	7	1.1	(45)	2	6/1
1/0	19	1.5	(60)	1/0	6/1
2/0	19	1.5	(60)	2/0	6/1
3/0	19	1.5	(60)	3/0	6/1
4/0	19	1.5	(60)	4/0	6/1

Revise the first paragraph of Article 1066.03(b) to read:

“EPR Insulation. Cable insulation shall incorporate ethylene propylene rubber (EPR) as specified and the insulation shall meet or exceed the requirements of ICEA S-95-658, NEMA Standard Publication No. WC70, and U.L. Standard 44, as applicable.”

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

Revise Article 1066.08 to read:

“Electrical Tape. Electrical tape shall be all weather vinyl plastic tape resistant to abrasion, puncture, flame, oil, acids, alkalies, and weathering, conforming to Federal Specification MIL-I-24391, ASTM D1000 and shall be listed under UL 510 Standard. Thickness shall not be less than 0.215 mm (8.5 mils) and width shall not be less than 20 mm (3/4-inch).”

**Trench and Backfill for Electrical Work**

Effective: January 1, 2007

Revise the first sentence of Article 819.03(a) of the Standard Specifications to read:

“Trench. Trenches shall have a minimum depth of 30 in. (760 mm) or as otherwise indicated on the plans, and shall not exceed 12 in. (300 mm) in width without prior approval of the Engineer.”

**Underground Raceways**

Effective: January 1, 2007

Revise Article 810.03 of the Standard Specifications to read:

“Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.03 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.03 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

Add the following to Article 810.03(c) of the Standard Specifications:

“Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25”).” The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25”) per foot” from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

**Exposed Raceways**

Effective: January 1, 2007

Revise the first paragraph of Article 811.03(a) of the Standard Specifications to read:

“General. Rigid metal conduit installation shall be according to Article 810.03(a). Conduits terminating in junction and pull boxes shall be terminated with insulated and gasketed watertight threaded NEMA 4X conduit hubs. The hubs shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C. When PVC coated conduit is utilized, the aforementioned hubs shall also be PVC coated.”

Add the following to Article 811.03(b) of the Standard Specifications:

“Where PVC coated conduit is utilized, all conduit fittings, couplings and clamps shall be PVC coated. All other mounting hardware and appurtenances shall be stainless steel.”

“The personnel installing the PVC coated conduit must be trained and certified by the PVC coated conduit Manufacturer or Manufacturer’s representative to install PVC coated conduit. Documentation demonstrating this requirement must be submitted for review and approval.”

Revise Article 1088.01(a) of the Standard Specifications to read:

“Couplings and fittings shall meet ANSI Standard C80.5 and U.L. Standard 6. Elbows and nipples shall conform to the specifications for conduit. All fittings and couplings for rigid conduit shall be of the threaded type. All conduit hubs shall be gasketed and watertight with an integral O-ring seal.”

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

“a. PVC Coated Steel Conduit. The PVC coated rigid metal conduit shall be UL Listed (UL 6). The PVC coating must have been investigated by UL as providing the primary corrosion protection for the rigid metal conduit. Ferrous fittings for general service locations shall be UL Listed with PVC as the primary corrosion protection. Hazardous location fittings, prior to plastic coating shall be UL listed.

b. The PVC coating shall have the following characteristics:

Hardness	85+ Shore A Durometer
Dielectric Strength	400V/mil @ 60 Hz
Aging:	1,000 Hours Atlas Weatherometer
Temperature	The PVC compound shall conform at 0° F. to Federal Specifications PL-406b, Method 2051, Amendment 1 of 25 September 1952 (ASTM D 746)
Elongation	200%

- c. The exterior and interior galvanized conduit surface shall be chemically treated to enhance PVC coating adhesion and shall also be coated with a primer before the PVC coating to ensure a bond between the zinc substrate and the PVC coating. The bond strength created shall be greater than the tensile strength of the plastic coating.
- d. The nominal thickness of the PVC coating shall be 1 mm (40 mils). The PVC exterior and urethane interior coatings applied to the conduit shall afford sufficient flexibility to permit field bending without cracking or flaking at temperatures above -1°C (30°F).
- e. An interior urethane coating shall be uniformly and consistently applied to the interior of all conduit and fittings. This internal coating shall be a nominal 2 mil thickness. The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating.
- f. Conduit bodies shall have a tongue-in-groove gasket for maximum sealing capability. The design shall incorporate a positive placement feature to assure proper installation. Certified test results confirming seal performance at 15 psig (positive) and 25 in. of mercury (vacuum) for 72 hours shall be submitted for review when requested by the Engineer.

g. The PVC conduit shall pass the following tests:

Exterior PVC Bond test RN1:

Two parallel cuts 13 mm (1/2 inch) apart and 40 mm (1 1/2 inches) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the PVC coating for 13 mm (1/2 inch) to free the coating from the metal.

Using pliers, the freed PVC tab shall be pulled with a force applied vertically and away from the conduit. The PVC tab shall tear rather than cause any additional PVC coating to separate from the substrate.

Boil Test:

Acceptable conduit coating bonds (exterior and interior) shall be confirmed if there is no disbondment after a minimum average of 200 hours in boiling water or exposure to steam vapor at one atmosphere. Certified test results from an independent testing laboratory shall be submitted for review and approval. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D870, a 6" length of conduit test specimen shall be placed in boiling water. The specimen shall be periodically removed, cooled to ambient temperature and immediately tested according to the bond test (RN1). When the PVC coating separates from the substrate, the boil time to failure in hours shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, a 6" conduit test specimen shall be cut in half longitudinally and placed in boiling water or directly above boiling water with the urethane surface facing down. The specimen shall be periodically removed, cooled to ambient temperature and tested in accordance with the Standard Method of Adhesion by Tape Test (ASTM D3359). When the coating disbonds, the time to failure in hours shall be recorded.

Heat/Humidity Test:

Acceptable conduit coating bonds shall be confirmed by a minimum average of 30 days in the Heat and Humidity Test. The RN1 Bond Test and the Standard Method for Measuring Adhesion by Tape Test shall be utilized.

Exterior Adhesion. In accordance with ASTM D1151, D1735, D2247 and D4585, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. The specimens shall be periodically removed and a bond test (RN1) performed. When the PVC coating separates from the substrate, the exposure time to failure in days shall be recorded.

Interior Adhesion. In accordance with ASTM D3359, conduit specimens shall be placed in a heat and humidity environment where the temperature is maintained at 150°F (66°C) and 95% relative humidity. When the coating disbonds, the time to failure in hours shall be recorded.

Add the following to Article 1088.01(a)(4) of the Standard Specifications:

“All liquid tight flexible metal conduit fittings shall have an insulated throat to prevent abrasion of the conductors and shall have a captive sealing O-ring gasket. The fittings shall be Listed under UL 514B. The insulated throat shall be rated up to 105° C.”

Revise Article 811.05 of the Standard Specifications to read:

**“811.05 Basis of Payment.** This work will be paid for at the contract unit price per meter (foot) for **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL** or **CONDUIT ATTACHED TO STRUCTURE**, of the diameter specified, **RIGID GALVANIZED STEEL, PVC COATED.**”

**Ground Rod**

Effective: January 1, 2007

**Description.** This item shall consist of furnishing, installing and connecting ground rods for the grounding of service neutral conductors and for supplementing the equipment grounding system via connection at poles or other equipment throughout the system. All materials and work shall be in accordance with Article 250 of the NEC.

**Materials.** Materials shall be according to the following Articles of Section 1000 - Materials

Item	Article/Section
(a) Ground Rod.....	1087.01(b)
(b) Copper Ground Wire.....	1087.01(a)
(c) Access Well.....	1087.01(c)

**CONSTRUCTION REQUIREMENTS**

**General.** All connections to ground rods, structural steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended 152.4 mm (six inches) onto the conductor insulation.

Ground rods shall be driven so that the tops of the rod are 609.6 mm (24 inches) below finished grade. Where indicated, ground wells shall be included to permit access to the rod connections.

Where indicated, ground rods shall be installed through concrete foundations. Where ground conditions, such as rock, preclude the installation of the ground rod, the ground rod may be deleted with the approval of the Engineer.

Where a ground field of "made" electrodes is provided, such as at control cabinets, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings.

Ground rod connection shall be made by exothermic welds. Ground wire for connection to foundation steel or as otherwise indicated shall be stranded uncoated bare copper in accordance the applicable requirements of ASTM Designation B-3 and ASTM Designation B-8 and shall be included in this item. Unless otherwise indicated, the wire shall not be less than No. 2 AWG.

Where connections are made to epoxy coated reinforcing steel, the epoxy coating shall be sufficiently removed to facilitate the exothermic weld.

**Method Of Measurement.** Ground rods shall be counted, each. Ground wires and connection of ground rods at poles shall be included in this pay item.

**Basis Of Payment.** This item shall be paid at the contract unit price each for **GROUND ROD**, of the diameter and length indicated which shall be payment in full for the material and work described herein.

**Electric Service Installation**

Effective: January 1, 2007

**Description.** This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under **ELECTRIC UTILITY SERVICE CONNECTION**. This item may apply to the work at more than one service location and each will be paid separately.

**Materials.** Materials shall be in accordance with the corresponding material Articles for the materials being used under this pay item.

**CONSTRUCTION REQUIREMENTS**

**General.** The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not covered by contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

**Method Of Measurement.** Electric Service Installation shall be counted, each.

**Basis Of Payment.** This work will be paid for at the contract unit price each for **ELECTRIC SERVICE INSTALLATION** which shall be payment in full for the work specified herein.



### NOTIFICATION OF STATE ELECTRICAL MAINTENANCE CONTRACTOR

The Contractor prior to the commencement of his work shall notify the State Electrical Maintenance Contractor of his intent to perform this work. Upon request from the Contractor, the State Electrical Maintenance Contractor will locate any State-buried cable, conduit or other electrical facility which may interfere with the Contractor's operations, without charge to him.

Should any damage occur to any State electrical facility through the Contractor's operations, the Contractor shall report the known or suspected damage to the State Maintenance Contractor and the Engineer. If repairs are needed, the Engineer will authorize the Electrical Maintenance Contractor to effect repairs. All repairs or replacement of damaged equipment shall conform to the requirements of the original installation.

The Electrical Maintenance Contractor shall invoice the Contractor directly for the cost of the repair. A copy of this invoice shall be forwarded to the Engineer. Final payment of the contract shall not be processed until a release from the Electrical Maintenance Contractor is furnished to the Engineer.

No extra compensation shall be allowed to the Contractor for compliance with these requirements or for any expense incurred to effect repairs to damaged electrical facilities. Excavated materials shall be removed and disposed off the project site by the Contractor.

### GROUNDING OF LIGHTING SYSTEM

All electrical systems, equipments and appurtenances shall be properly grounded in strict conformance with the NEC, even though every detail of the requirements is not specified or shown, at no additional cost. Good ground continuity throughout the electrical system shall be assured. All electrical circuit runs shall have a continuous equipment-grounding conductor. **IN NO CASE SHALL THE EARTH BE CONSIDERED AS AN ADEQUATE EQUIPMENT GROUNDING PATH.** Where connections are made to painted surfaces, the paint shall be scraped to fully expose metal at the connection point and serrated connectors or washers shall be used. Metallic conduit shall not be utilized as the equipment-grounding conductor. No wiring run shall be installed without a suitable equipment ground conductor. All connections to ground rods, structural steel, reinforcing steel or fencing shall be made with exothermic welds. Where such connections are made to insulated conductors, the connection shall be wrapped with at least 4 layers of electrical tape extended six inches onto the conductor insulation. Where a ground field of "made" electrodes is provided, the exact locations of the rods shall be documented by dimensioned drawings as part of the Record Drawings. Equipment ground wires shall be bonded, using a splice and pigtail connection, to all boxes and other metallic enclosures throughout the wiring system.

### HANDHOLE TO BE ADJUSTED

Work shall be according to Section 814, except the work shall consist of rebuilding and bringing to grade a handhole.

Revise Article 814.03 to include the following:

- 1) The work shall include removing the handhole frame and cover and the walls of the handhole to a depth of eight (8) inches below finished grade.
- 2) Four (4) holes, four (4) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete; one hole centered on each of the four handhole walls. Four (4) No. 3 steel dowels, eight (8) inches in length, shall be furnished and shall be inserted into the drilled holes with masonry epoxy.

- 3) All concrete debris shall be removed and disposed of by the Contractor.
- 4) Areas adjacent to each side of the handhole shall be excavated to allow for forming.
- 5) The existing frame and cover shall be replaced if it was damaged during removal or as determined by the Engineer.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for HANDHOLE TO BE ADJUSTED, which price shall include all labor, material, and equipment necessary to adjust handholes in accordance with the Specifications.

**DECORATIVE LIGHT POLE, ALUMINUM, 12 ' MOUNTING HEIGHT**

Work shall be in accordance with Section 830 insofar as applicable, modified herein and as detailed on the Plans.

The light pole shall be in accordance with Section 1069 insofar as much as applicable and as specified herein and as detailed on the Plans. The light pole shall be as manufactured by or equal of the type listed herein:

- 1) King Luminaire - Colonial 12' - KM22RE-12
- 2) Hadco Lighting - P4400 Series 12' - P4420-12A
- 3) Or equal

The light pole (complete assembly) shall have a black powder coated finish.

**Basis of Payment:** This item shall be paid for at the Contract unit price per Each for DECORATIVE LIGHT POLE, ALUMINUM, 12' MOUNTING HEIGHT, which price shall include all labor, material, and equipment necessary to furnish and install the light pole in accordance with the Specifications.

**DECORATIVE ACORN STYLE LUMINAIRE, SODIUM VAPOR, TENON MOUNT, 70 WATT**

Work shall be in accordance with Section 821 insofar as applicable, modified herein and as detailed on the Plans.

The luminaire shall be in accordance with Section 1067 insofar as much as applicable and as specified herein and as detailed on the Plans.

The luminaire shall be as manufactured by or equal of the type listed herein:

- 1) King Luminaire - K118 EAR V 70 MOG HPS 240 K16 BK (with 15A/240V GFCI Receptacle with NEMA 6-15R outlet and solid cover
- 2) Hadco Lighting - R54 C A N E 2 A N N G 70S-G (with 15A/240V GFCI Receptacle with NEMA 6-15R outlet and solid cover
- 3) Or equal

The luminaire shall be provided with a Bussman, HEY-AW fuse holder or approved equal and shall have a black finish.

Basis of Payment: This item shall be paid for at the Contract unit price per Each for DECORATIVE ACON STYLE LUMINAIRE, SODIUM VAPOR, TENON MOUNT, 70 WATT, which price shall include all labor, material, and equipment necessary to furnish and install the luminaire in accordance with the Specifications.

**LIGHTING CONTROLLER, SPECIAL**

Work shall be in accordance with Section 825 and 1068 insofar as applicable, modified herein and as detailed on the Plans.

- 1068.01(b) Delete Article 1068.01(b) (2) Double Door Enclosure and 1068.01(b) (3) Wall Mount Enclosure
- 1068.01(c) Delete Article 1068.01(c) (1) Unfinished Enclosures. The color of the finish coat for the control cabinet shall be Durandonic dark bronze. Samples of the finish shall be submitted to the Engineer for approval before ordering.
- 1068.01(e) Delete Article 1068.01(e) (1) Time Switch. The Control Center shall be subject to the inspection and approval of the Commonwealth Edison Company, after which, if satisfactory, the electrical cables or wires of Commonwealth Edison Company shall be connected with the circuits of the lighting system at the Control Center.

Revise the first sentence of Article 1068.01(e)(4) of the Standard Specifications to read:

“Contactors shall be electrically operated, mechanically held as specified, with the number of poles required for the service and with operating coil voltage as indicated. The contactor shall have an in-line drive operating mechanism.”

Basis of Payment: This item shall be paid for at the Contract unit price per Each for LIGHTING CONTROLLER, SPECIAL, which price shall include service cabinet, foundations and erections, hardware and all necessary electrical components as described above or as shown on the Plans, installation of appurtenant components, making the connections with Commonwealth Edison facilities, and all equipment, material and labor necessary to complete the work in accordance with the requirements of the Contract Documents.

**EXISTING LIGHT POLE FOUNDATION TO BE ADJUSTED**

Work shall be according to Section 836, except the work shall consist of rebuilding and bringing a concrete light pole foundation to grade.

Revise Article 836.03 to include the following:

- 1) The removal of the existing light pole, mast arm and luminaire and transporting them off site and stored by the Contractor until which time the foundations have been adjusted. The cost of transporting and storing the poles, mast arms and luminaires to and from the site and repair of any damage to the poles, mast arms and luminaires will be include in the cost of this item.
- 2) The existing concrete foundation shall be removed to a depth of six inches below the proposed grade of the sidewalk adjacent to the foundation.

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- 3) All concrete and other debris shall be removed and disposed of by the Contractor.
- 4) Four (4) holes, six (6) inches in depth and one half (1/2) inch in diameter, shall be drilled into the remaining concrete. Four (4) No. 5 steel dowels, eight (8) inches in length, shall be furnished and shall be inserted into the drilled holes with masonry epoxy.
- 5) Areas adjacent to the foundation shall be excavated to allow forming.
- 6) A form extending a minimum of nine inches (9") (but no greater than two feet (2')) below the top of the foundation is required.
- 7) The Contractor is to provide four coupling nuts to attach to the existing a set of four anchor bolts and (4) ASTM A-576 steel anchor bolt extensions, of the appropriate length, with galvanized nuts including lock washers and flat washers shall be connected to the existing anchor bolts.
- 8) Anchor bolts shall be properly aligned and shall be wired to the dowel bars.
- 9) The concrete shall be Class SI, complying with Section 1020 of the Standard Specifications. The foundation shall be cast-in-place and allowed to cure for fourteen days.
- 10) The top of the foundation shall be constructed level so that no shims or other leveling devices will be needed. The exposed portion of the foundation shall be chamfered and finished with a steel trowel.
- 11) The existing pole, mast arm and luminaire including all necessary wiring work will be reinstalled on the adjusted foundation.

Basis of Payment: This work shall be paid for at the contract unit price per each for EXISTING LIGHT POLE FOUNDATION TO BE ADJUSTED.

**Luminaire**

Effective: January 1, 2007

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

“The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable”

Add the following to Article 1067(e) of the Standard Specifications:

“The ballast shall be a High Pressure Sodium, high power factor, constant wattage auto-regulator, lead type (CWA) for operation on a nominal 240 volt system.”

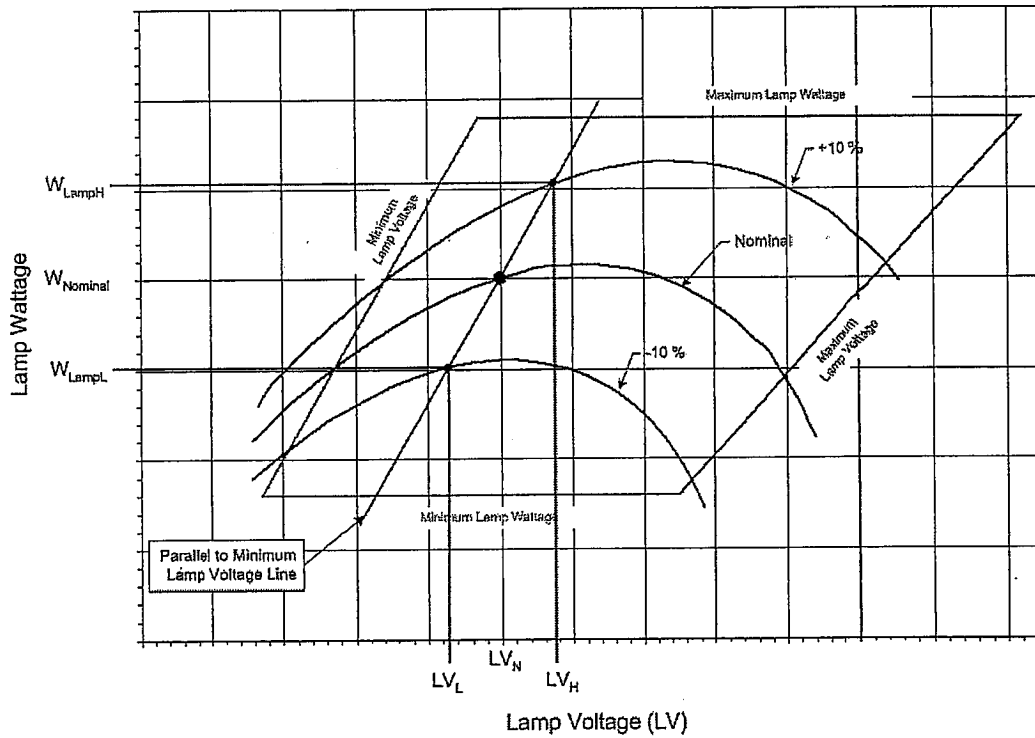
Revise Article 1067(e)(1) of the Standard Specifications to read:

“The high pressure sodium, auto-regulator, lead type (CWA) ballast shall be designed to ANSI Standards and shall be designed and rated for operation on a nominal 240 volt system. The ballast shall provide positive lamp ignition at the input voltage of 216 volts. It shall operate the lamp over a range of input voltages from 216 to 264 volts without damage to the ballast. It shall provide lamp operation within lamp specifications for rated lamp life at input design voltage range. Operating characteristics shall produce output regulation not exceeding the following values:

Nominal Ballast Wattage	Maximum Ballast Regulation
750	25%
400	26%
310	26%
250	26%
150	24%
70	18%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid at the nominal lamp operating voltage point parallel to the minimum lamp volt line:

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$$\text{Ballast Regulation} = \frac{W_{LampH} - W_{LampL}}{W_{LampN}} \times 100$$

where:

$W_{LampH}$  = lamp watts at +10% line voltage when Lamp voltage =  $LV_H$

$W_{LampL}$  = lamp watts at -10% line voltage when lamp voltage =  $LV_L$

$W_{lampN}$  = lamp watts at nominal lamp operating voltage =  $LV_N$

Wattage	Nominal Lamp Voltage, $LV_N$	$LV_L$	$LV_H$
750	120v	115v	125v
400	100v	95v	105v
310	100v	95v	105v
250	100v	95v	105v
150	55v	50v	60v
70	52v	47v	57v

Ballast losses, based on cold bench tests, shall not exceed the following values:

Nominal Ballast Wattage	Maximum Ballast Losses
750	14.0%
400	17.0%
310	19.0%
250	19.0%
150	26.0%
70	34.0%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage as indicated in the following equation:

$$\text{Ballast Losses} = \frac{W_{Line} - W_{Lamp}}{W_{Lamp}} \times 100$$

where:

$W_{line}$  = line watts at nominal system voltage

$W_{lamp}$  = lamp watts at nominal system voltage

Ballast output to lamp. At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table. Example: *For a 400w luminaire, the ballast shall deliver 400 watts ±2.5% at a lamp voltage of 100v for the nominal system voltage of 240v which is the range of 390w to 410w.*

Nominal Ballast Wattage	Output to lamp variation
750	± 2.0%
400	± 2.5%
310	± 2.5%
250	± 4.0%
150	± 4.0%
70	± 4.0%

Ballast output over lamp life. Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5-volt increments throughout the ballast trapezoid. Reading shall begin at the lamp voltage ( $L_v$ ) specified in the table and continue at 5 volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings. Example: *For a 400w luminaire, the averaged lamp wattage reading shall not exceed the range of ±3% which is 388 to 412 watts"*

Nominal Ballast Wattage	LV Readings begin at	Maximum Wattage Variation
750	110v	± 3%
400	90v	± 3%
310	90v	± 3%
250	90v	± 4%
150	50v	± 4%
70	45v	± 5%

Add the following to Article 1067(f) of the Standard Specifications:

“Independent Testing. Independent testing of luminaires shall be required whenever the quantity of luminaires of a given wattage and distribution, as indicated on the plans, is 50 or more. For each luminaire type to be so tested, one luminaire plus one luminaire for each 50 luminaires shall be tested. Example: *A plan quantity of 75 luminaires would dictate that 2 to be tested; 135 luminaires would dictate that three be tested.*” If the luminaire performance table is missing from the contract documents, the luminaire(s) shall be tested and the test results shall be evaluated against the manufacturer’s published data. The test luminaire(s) results shall be equal to or better than the published data. If the test results indicated performance not meeting the published data, the test luminaire will be designated as failed and corrective action as described herein shall be performed.

The Contractor shall be responsible for all costs associated with the specified testing, including but not limited to shipping, travel and lodging costs as well as the costs of the tests themselves, all as part of the bid unit price for this item. Travel, lodging and other associated costs for travel by the Engineer shall be direct-billed to or shall be pre-paid by the Contractor, requiring no direct reimbursement to the Engineer or the independent witness, as applicable”

The Contractor shall select one of the following options for the required testing with the Engineer's approval:

- a. Engineer Factory Selection for Independent Lab: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. The Contractor shall propose an independent test laboratory for approval by the Engineer. The selected luminaires shall be marked by the Engineer and shipped to the independent laboratory for tests.
- b. Engineer Witness of Independent Lab Test: The Contractor may select this option if the independent testing laboratory is within the state of Illinois. The Engineer shall select, from the project luminaires at the manufacturer’s facility or at the Contractor’s storage facility, luminaires for testing by the independent laboratory.



- c. Independent Witness of Manufacturer Testing: The independent witness shall select from the project luminaires at the manufacturers facility or at the Contractor's storage facility, the luminaires for testing. The Contractor shall propose a qualified independent agent, familiar with the luminaire requirements and test procedures, for approval by the Engineer, to witness the required tests as performed by the luminaire manufacturer.

The independent witness shall as a minimum meet the following requirements:

- ▶ Have been involved with roadway lighting design for at least 15 years.
- ▶ Not have been the employee of a luminaire or ballast manufacturer within the last 5 years.
- ▶ Not associated in any way (plan preparation, construction or supply) with the particular project being tested.
- ▶ Be a member of IESNA in good standing.
- ▶ Provide a list of professional references.

This list is not an all inclusive list and the Engineer will make the final determination as to the acceptability of the proposed independent witness.

- d. Engineer Factory Selection and Witness of Manufacturer Testing: The Contractor may select this option if the luminaire manufacturing facility is within the state of Illinois. At the Manufacturer's facility, the Engineer shall select the luminaires to be tested and shall be present during the testing process. The Contractor shall schedule travel by the Engineer to and from the Manufacturer's laboratory to witness the performance of the required tests."

Add the following to Article 1067.02(a)(1) of the Standard Specifications:

"The beam of maximum candlepower for luminaires specified or shown to have a 'medium' distribution shall be at 70 degrees from the horizontal  $\pm$  2.5 degrees. Submittal information shall identify the angle."

Revise Article 1067.06(a)(1) of the Standard Specifications to read:

"The lamps shall be of the clear type and shall have a color of 1900° to 2200° Kelvin."

**Transportation Corridor**  
**Beautification Project**  
**Village of River Grove**  
**Section No. 06-00087-00-SW**

Revise Article 1067.06(a)(4) of the Standard Specifications to read:

<b>Lamp Wattage</b>	<b>Initial Lumens</b>	<b>Mean Lumens</b>	<b>Rated Life (Hours)</b>	<b>Lamp Voltage</b>
50	4,000	3,600	24,000	52
70	6,300	5,450	24,000	52
100	9,400	8,000	24,000	55
150	15,800	13,800	24,000	55
200	21,400	19,260	24,000	100
250	27,000	24,300	24,000	100
310	37,000	33,300	24,000	100
400	50,000	45,000	24,000	100
750	105,000	94,500	24,000	120

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #1  
Grand Avenue  
4-Lane Section  
Existing Roadway Luminaire Information Only**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	<u>40.5 (ft)</u>
	Number of Lanes	<u>4</u>
	I.E.S. Surface Classification	<u>R3</u>
	Q-Zero Value	<u>.07</u>
<b>LIGHT POLE DATA</b>	Mounting Height	<u>35 (ft)</u>
	Mast Arm Length	<u>8 (ft)</u>
	Pole Set-Back From Edge of Pavement	<u>3.5 (ft)</u>
<b>LUMINAIRE DATA</b>	Lamp Type	<u>HPS</u>
	Lamp Lumens	<u>37,000 *</u>
	I.E.S. Vertical Distribution	<u>Medium</u>
	I.E.S. Control Of Distribution	<u>Cut-Off</u>
	I.E.S. Lateral Distribution	<u>III</u>
	Total Light Loss Factor	<u>0.70</u>
<b>LAYOUT DATA</b>	Spacing	<u>180 (ft)</u>
	Configuration	<u>Opposite</u>
	Luminaire Overhang over edge of pavement	<u>4.5 (ft)</u>

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, EAVE	<u>2.59</u>	<b>Fc</b>
	Uniformity Ratio, EAVE/EMIN	<u>2.2</u>	<b>(Max)</b>
<b>LUMINANCE</b>	Average Luminance, LAVE	<u>2.16</u>	<b>Cd/m2</b>
	Uniformity Ratio, LAVE/LMIN	<u>1.9</u>	<b>(Max)</b>
	Uniformity Ratio, LMAX/LMIN	<u>2.8</u>	<b>(Max)</b>
	Veiling Luminance Ratio, LV/LAVE	<u>0.22</u>	<b>(Max)</b>

\* Existing Fixture Photometric File GE451002.IES

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #2**

**Grand Avenue  
 4-Lane Section  
 New Pedestrian Pole and Fixture along  
 With Existing GE Fixture**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	40.5 (ft)
	Number of Lanes	4
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
<b>LIGHT POLE DATA</b>	Mounting Height	12 (ft)
	Mast Arm Length	0 (ft)
	Pole Set-Back From Edge of Pavement	5.0 (ft)
<b>LUMINAIRE DATA</b>	Lamp Type	HPS
	Lamp Lumens	5,800
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cut-Off
	I.E.S. Lateral Distribution	V
	Total Light Loss Factor	0.70
<b>LAYOUT DATA</b>	Spacing	140 (ft)
	Configuration	Opposite
	Luminaire Overhang over edge of pavement	-5.0 (ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, EAVE	2.70	Fc
	Uniformity Ratio, EAVE/EMIN	2.2	(Max)
<b>LUMINANCE</b>	Average Luminance, LAVE	1.8	Cd/m <sup>2</sup>
	Uniformity Ratio, LAVE/LMIN	2.0	(Max)
	Uniformity Ratio, LMAX/LMIN	2.5	(Max)
	Veiling Luminance Ratio, LV/LAVE	0.28	(Max)

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #3  
 Thatcher Avenue  
 5-Lane Section  
 Existing Roadway Luminaire Information Only**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	50.0 (ft)
	Number of Lanes	5
	I.E.S. Surface Classification	R3
	Q-Zero Value	.07
<b>LIGHT POLE DATA</b>	Mounting Height	35 (ft)
	Mast Arm Length	8 (ft)
	Pole Set-Back From Edge of Pavement	3.5 (ft)
<b>LUMINAIRE DATA</b>	Lamp Type	HPS
	Lamp Lumens	50,000 *
	I.E.S. Vertical Distribution	Medium
	I.E.S. Control Of Distribution	Cut-Off
	I.E.S. Lateral Distribution	III
	Total Light Loss Factor	0.70
<b>LAYOUT DATA</b>	Spacing	105 (ft)
	Configuration	One Side
	Luminaire Overhang over edge of pavement	4.5 (ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, EAVE	2.90	Fc
	Uniformity Ratio, EAVE/EMIN	2.07	(Max)
<b>LUMINANCE</b>	Average Luminance, LAVE	2.12	Cd/m2
	Uniformity Ratio, LAVE/LMIN	2.65	(Max)
	Uniformity Ratio, LMAX/LMIN	5.38	(Max)
	Veiling Luminance Ratio, LV/LAVE	0.16	(Max)

\* Existing Fixture Photometric File GE451002.IES

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #4**

**Thatcher Avenue  
 5-Lane Section  
 New Pedestrian Pole and Fixture along  
 With Existing GE Fixture**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	<u>50.0 (ft)</u>
	Number of Lanes	<u>5</u>
	I.E.S. Surface Classification	<u>R3</u>
	Q-Zero Value	<u>.07</u>
<b>LIGHT POLE DATA</b>	Mounting Height	<u>12 (ft)</u>
	Mast Arm Length	<u>0 (ft)</u>
	Pole Set-Back From Edge of Pavement	<u>5.0 (ft)</u>
<b>LUMINAIRE DATA</b>	Lamp Type	<u>HPS</u>
	Lamp Lumens	<u>5,800</u>
	I.E.S. Vertical Distribution	<u>Medium</u>
	I.E.S. Control Of Distribution	<u>Cut-Off</u>
	I.E.S. Lateral Distribution	<u>V</u>
	Total Light Loss Factor	<u>0.70</u>
<b>LAYOUT DATA</b>	Spacing	<u>140 (ft)</u>
	Configuration	<u>Opposite</u>
	Luminaire Overhang over edge of pavement	<u>-5.0 (ft)</u>

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, EAVE	<u>2.90</u>	<b>Fc</b>
	Uniformity Ratio, EAVE/EMIN	<u>2.1</u>	<b>(Max)</b>
<b>LUMINANCE</b>	Average Luminance, LAVE	<u>2.12</u>	<b>Cd/m2</b>
	Uniformity Ratio, LAVE/LMIN	<u>2.40</u>	<b>(Max)</b>
	Uniformity Ratio, LMAX/LMIN	<u>4.80</u>	<b>(Max)</b>
	Veiling Luminance Ratio, LV/LAVE	<u>0.28</u>	<b>(Max)</b>

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #5  
Grand & Thatcher  
Intersection  
Existing Roadway Luminaire Information Only**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	<u>Intersection (ft)</u>
	Number of Lanes	<u>Intersection</u>
	I.E.S. Surface Classification	<u>R3</u>
	Q-Zero Value	<u>.07</u>
<b>LIGHT POLE DATA</b>	Mounting Height	<u>35 (ft)</u>
	Mast Arm Length	<u>8 (ft)</u>
	Pole Set-Back From Edge of Pavement	<u>3.5 (ft)</u>
<b>LUMINAIRE DATA</b>	Lamp Type	<u>HPS</u>
	Lamp Lumens	<u>50,000 *</u>
	I.E.S. Vertical Distribution	<u>Medium</u>
	I.E.S. Control Of Distribution	<u>Cut-Off</u>
	I.E.S. Lateral Distribution	<u>III</u>
	Total Light Loss Factor	<u>0.70</u>
<b>LAYOUT DATA</b>	Spacing	<u>Intersection (ft)</u>
	Configuration	<u>Intersection</u>
	Luminaire Overhang over edge of pavement	<u>4.5 (ft)</u>

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, EAVE	<u>4.08</u>	<b>Fc</b>
	Uniformity Ratio, EAVE/EMIN	<u>2.68</u>	<b>(Max)</b>
<b>LUMINANCE</b>	Average Luminance, LAVE	<u>2.17</u>	<b>Cd/m2</b>
	Uniformity Ratio, LAVE/LMIN	<u>2.41</u>	<b>(Max)</b>
	Uniformity Ratio, LMAX/LMIN	<u>4.22</u>	<b>(Max)</b>
	Veiling Luminance Ratio, LV/LAVE	<u>0.14</u>	<b>(Max)</b>

\* Existing Fixture Photometric File GE451002.IES

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #6  
 Grand & Thatcher  
 Intersection  
 New Pedestrian Pole and Fixture along  
 With Existing GE Fixtures**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	<u>Intersection (ft)</u>
	Number of Lanes	<u>Intersection</u>
	I.E.S. Surface Classification	<u>R3</u>
	Q-Zero Value	<u>.07</u>
<b>LIGHT POLE DATA</b>	Mounting Height	<u>12 (ft)</u>
	Mast Arm Length	<u>0 (ft)</u>
	Pole Set-Back From Edge of Pavement	<u>5.0 (ft)</u>
<b>LUMINAIRE DATA</b>	Lamp Type	<u>HPS</u>
	Lamp Lumens	<u>5,800</u>
	I.E.S. Vertical Distribution	<u>Medium</u>
	I.E.S. Control Of Distribution	<u>Cut-Off</u>
	I.E.S. Lateral Distribution	<u>V</u>
	Total Light Loss Factor	<u>0.70</u>
<b>LAYOUT DATA</b>	Spacing	<u>Intersection (ft)</u>
	Configuration	<u>Intersection</u>
	Luminaire Overhang over edge of pavement	<u>-5.0 (ft)</u>

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, <b>EAVE</b>	<u>4.00</u>	<b>Fc</b>
	Uniformity Ratio, <b>EAVE/EMIN</b>	<u>2.80</u>	<b>(Max)</b>
<b>LUMINANCE</b>	Average Luminance, <b>LAVE</b>	<u>2.20</u>	<b>Cd/m2</b>
	Uniformity Ratio, <b>LAVE/LMIN</b>	<u>2.30</u>	<b>(Max)</b>
	Uniformity Ratio, <b>LMAX/LMIN</b>	<u>3.80</u>	<b>(Max)</b>
	Veiling Luminance Ratio, <b>LV/LAVE</b>	<u>0.20</u>	<b>(Max)</b>



**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #7  
 Thatcher Avenue  
 Railroad Crossing  
 Existing Roadway Luminaire Information Only**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	44.0	(ft)
	Number of Lanes	4	
	I.E.S. Surface Classification		R3
	Q-Zero Value		.07
<b>LIGHT POLE DATA</b>	Mounting Height	35	(ft)
	Mast Arm Length	8	(ft)
	Pole Set-Back From Edge of Pavement	3.5	(ft)
<b>LUMINAIRE DATA</b>	Lamp Type		HPS
	Lamp Lumens		15,000 or 50,000 *
	I.E.S. Vertical Distribution		Medium
	I.E.S. Control Of Distribution		Cut-Off
	I.E.S. Lateral Distribution		III
	Total Light Loss Factor		0.70
<b>LAYOUT DATA</b>	Spacing		Existing (ft)
	Configuration		One Side
	Luminaire Overhang over edge of pavement		4.5 (ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, <b>EAVE</b>	2.50	Fc
	Uniformity Ratio, <b>EAVE/EMIN</b>	3.11	(Max)
<b>LUMINANCE</b>	Average Luminance, <b>LAVE</b>	1.6	Cd/m <sup>2</sup>
	Uniformity Ratio, <b>LAVE/LMIN</b>	2.4	(Max)
	Uniformity Ratio, <b>LMAX/LMIN</b>	4.4	(Max)
<b>VERTICAL ILLUMINANCNE</b>			
	Ave. Vertical Illumination, <b>EAVE</b>	1.00	Fc

\* Existing Fixture Photometric File GE451002.IES

**IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE #8**  
**Thatcher Avenue**  
**Railroad Crossing**  
**New Pedestrian Pole and Fixture along**  
**With Existing GE Fixture**

**GIVEN CONDITIONS**

<b>ROADWAY DATA</b>	Pavement Width	44	(ft)
	Number of Lanes	4	
	I.E.S. Surface Classification		R3
	Q-Zero Value		.07
<b>LIGHT POLE DATA</b>	Mounting Height	12	(ft)
	Mast Arm Length	0	(ft)
	Pole Set-Back From Edge of Pavement	5.0	(ft)
<b>LUMINAIRE DATA</b>	Lamp Type	HPS	
	Lamp Lumens	5,800	
	I.E.S. Vertical Distribution	Medium	
	I.E.S. Control Of Distribution	Cut-Off	
	I.E.S. Lateral Distribution	V	
	Total Light Loss Factor	0.70	
<b>LAYOUT DATA</b>	Spacing	140	(ft)
	Configuration	One Side	
	Luminaire Overhang over edge of pavement	-5.0	(ft)

**NOTE:** Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

**PERFORMANCE REQUIREMENTS**

**NOTE:** These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

<b>ILLUMINATION</b>	Ave. Horizontal Illumination, <b>EAVE</b>	2.50	<b>Fc</b>
	Uniformity Ratio, <b>EAVE/EMIN</b>	3.0	<b>(Max)</b>
<b>LUMINANCE</b>	Average Luminance, <b>LAVE</b>	1.6	<b>Cd/m2</b>
	Uniformity Ratio, <b>LAVE/LMIN</b>	2.4	<b>(Max)</b>
	Uniformity Ratio, <b>LMAX/LMIN</b>	4.4	<b>(Max)</b>
<b>VERTICAL ILLUMINANCNE</b>			
	Ave. Vertical Illumination, <b>EAVE</b>	1.00	<b>Fc</b>

**SEWERAGE SYSTEM PERMIT**  
**METROPOLITAN WATER RECLAMATION DISTRICT**  
**OF GREATER CHICAGO**  
**100 EAST ERIE, CHICAGO, ILLINOIS, 60611**  
**312-751-5600**

MWRDGC Permit

**07-146**

http://www.mwrdd.org

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

**NAME AND LOCATION:**

Name of project (as shown on Grand Avenue Streetscape Project)  
 Location of Project (street address or with respect to two Grand Avenue (FAU 1376) from  
Struckman Avenue to Hessing Street and Thatcher Avenue from River Grove Avenue to Arnold St.  
 Municipality (Township, if River Grove, Illinois)

Sectio 26, 40 N, 12 E.  
 Is project in MWRDGC combined Yes  No

**SERVICE BASIN**  
STICKNEY WRP

**DOCUMENTS BEING SUBMITTED**

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

**OTHER DOCUMENTS:** Indicate title, number of pages and originator 4 copies of: Cover  
Index of Sheets, General Notes, Project Sheets (9,11, 12) and Detail Sheets (16-18) by EHE

**NOTE: ATTACH FEE PAYMENT VOUCHER AND PAYMENT IF APPLICABLE**

**MWRDGC USE ONLY** APR 13 2007 Permit issued: JUN 05 2007 WRP

## GENERAL CONDITIONS OF THE PERMIT

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

## MWRDGC STANDARD CONDITIONS

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

07-146  
construction, use, state of repair, operation and maintenance of the project facilities arising out of or in consequence of the issuance of this permit. Without limiting the generality of the preceding sentence, the provisions of this paragraph shall extend to indemnify and save harmless the MWRDGC from any claims or damages arising out of or in connection with the termination or revocation of this permit.

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

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

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

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

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

**SCHEDULE A  
BASIC INFORMATION**

MWRDGC Permit No.

**07-146**

1. NAME OF PROJECT Grand Avenue Streetscape Project  
(as shown on the plans)

2. APPURTENANCES (check all applicable items)

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

**3. RECEIVING SANITARY SEWER SYSTEM**

A. System that project will connect to is:  
 Existing     Proposed /Under Construction → MWRDGC Permit # \_\_\_\_\_

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

**4. EXISTING LIFT STATION**

No     Yes → Receiving system includes existing lift station  
If yes, indicate location \_\_\_\_\_

**5. FLOOD PLAIN**

Is any part of the project area in a flood plain?  
 No     Yes → Percentage of area in flood plain NA %  
Flood crest elevation NA ft.  
Identify any manholes in flood plain: NA

**6. SIZE OF PROJECT**

- A. What is the size of this project? NA
  - B. Total contiguous ownership, including project NA
  - C. Existing impervious area within project NA
  - D. New impervious area created within project NA
- \*Entire project located within R.O.W.

**7. DETENTION**

A. Is detention provided under this permit?  
 No     Yes → Detention required by:  MWRDGC     Other

B. Is project in the service area of existing detention reservoir?  
 No     Yes → MWRDGC Permit No. \_\_\_\_\_

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**SCHEDULE B**  
**SEWER SUMMARY**  
**COMPLETE IN ALL CASES**

MWRDGC Permit No.

**07-148**

PROJECT NAME: Grand Avenue Streetscape Project

(as shown on the plans)

1. **Sewer Summary**, including all building service sewers, stubs and risers:

Include all sewers in combined sewer area

Include all sanitary sewers in separate sewer area

Pipe Size in.	12							
Total length ft.	76							
Min. slope used %	2.00%							
Pipe Material *	PVC							
Sewer Type	Storm							
Total inlets (new)	3							
Total catch basins (new)	1							
Total comb. manholes (new)	0							

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

2. **NATURE OF PROJECT** (Check all that apply)

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

3. **SEWER EXTENSIONS**

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

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

**SCHEDULE - C**  
**SEWER CONNECTIONS**

MWRDGC Permit No.

**07-146**

(FILL OUT ALL SECTIONS THAT APPLY)

**1. BUILDING CONNECTION DATA**

*No Proposed Sanitary Connections*

**A. RESIDENTIAL BUILDINGS**

<input type="checkbox"/> Single Family	Total dwelling units *	_____	
	Number of sewer connections *	_____	PE** _____
<input type="checkbox"/> Multi Family	Total dwelling units *	_____	
	Number of sewer connections *	_____	PE** _____

**B. COMMERCIAL & RECREATIONAL BUILDINGS**

<input type="checkbox"/> Number of sewer connections	_____	PE** _____
--	-------	------------

**C. INDUSTRIAL BUILDINGS**

<input type="checkbox"/> Number of sewer connections	_____	PE** _____
--	-------	------------

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

**2. BUILDING USE - (Check all that apply)**

**A. COMMERCIAL & RECREATIONAL**

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

**B. INDUSTRIAL BUILDINGS**

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

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



# ENGINEERING CERTIFICATIONS

MWRDGC Permit No. \_\_\_\_\_

**07-146**

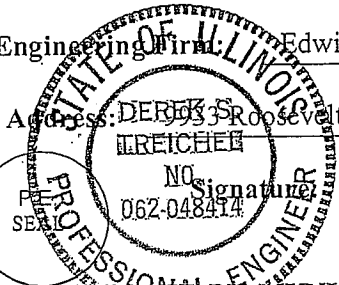
**CERTIFICATE BY DESIGN ENGINEER:** I hereby certify that the project described herein has been designed in accordance with the requirements set forth in this application and all applicable ordinances, rules, regulations, Local, State and Federal laws, and design criteria of the issuing authority; that the storm drainage and sanitary sewer system designed for this project are proper and adequate; that where the design involves one or more connections to a existing local sewer system, the capacity of said system has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

Comments, if any: \_\_\_\_\_

Engineering Firm: Edwin Hancock Engineering Co. Telephone: 708-865-0300

Address: DEREK S. TREICHEL 9933 Roosevelt Road City: Westchester Zip: 60154

Signature: *Derek Treichel* Date: 02/09/07  
Derek Treichel, P.E. (Name and Title)



**CERTIFICATE BY MUNICIPAL OR SYSTEM ENGINEER:** The application and the drawings, together with other data being submitted with this application, have been examined by me and are found to be in compliance with all applicable requirements. The manner of drainage is satisfactory and proper. The existing local sewer system to which the project discharges has been examined and the system is found to be adequate to transport the wastewater that will be added through the proposed sewer without violating any provisions of the Illinois Environmental Protection Act or the rules and regulations thereunder.

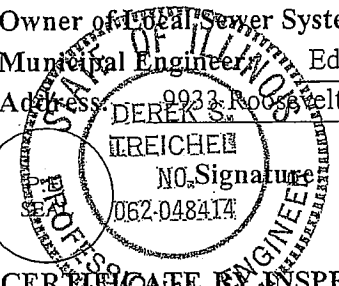
I hereby certify that the project area is within the municipal corporate limits.  YES  NO

Owner of Local Sewer System: [REDACTED] VILLAGE OF RIVER GROVE

Municipal Engineer: Edwin Hancock Engineering Telephone: 708-865-0300

Address: DEREK S. TREICHEL 9933 Roosevelt Road City: Westchester Zip: 60154

Signature: *Derek Treichel* Date: 02/09/07  
Derek Treichel, P.E. (Name and Title)

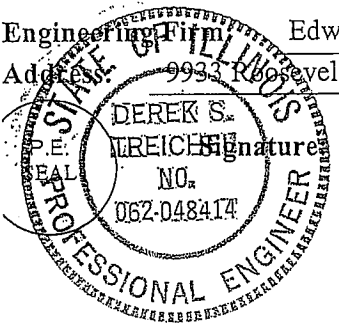


**CERTIFICATE BY INSPECTION ENGINEER:** I hereby certify that construction of the project will be in substantial compliance with the data and the plans submitted with this application; that approval will be obtained from the issuing authority prior to making any changes that would affect capacity, maintenance, design requirements, service area or the permit requirements; that a set of RECORD drawings, signed and sealed by the undersigned Engineer will be furnished to the MWRDGC within sixty (60) days after testing and approval by the District of the completed work.

Engineering Firm: Edwin Hancock Engineering Telephone: 708-865-0300

Address: DEREK S. TREICHEL 9933 Roosevelt Road City: Westchester Zip: 60154

Signature: *Derek Treichel* Date: 02/09/07  
Derek Treichel, P.E. (Name and Title)



# SPECIAL CONDITIONS

MWRDGC Permit No.

**07-146**

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

NONE     SEE ATTACHED

If permit is granted:

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

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

Name: Brent Taylor, Engineer

Address: 9933 Roosevelt Road, Westchester, Illinois 60154

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

### PERMITTEE

The project area is within municipal corporate limits.

Yes     No     Not Applicable

Municipality Village of River Grove

Address 2621 N. Thatcher Avenue

City River Grove    Zip 60171

Signature *Frank Calistro* 4-11-07

Name Frank Calistro  
(Type or Print)

Title Comptroller

Date 4/11/07    Phone 708-453-8000

### CO-PERMITTEE

(Co-Permittee is Property Owner)

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

Owner \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_    Zip \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(Type or Print)

Title \_\_\_\_\_

Date \_\_\_\_\_    Phone \_\_\_\_\_

### REVIEW AND APPROVAL BY THE MWRDGC

Reviewed by: *Sudhakar Patel*    Date JUN 01 2007  
(Local Sewer Systems)

Approved for Issue:

Approved by: *John R. Robinson*    Date JUN 05 2007  
(For the Chief Engineer)

**SPECIAL CONDITION FOR MWRD PERMIT NO. 07-146**

1. Construction under this permit consists of storm sewers only.

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

SPECIAL PROVISION  
FOR  
COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

- (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
- (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

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

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

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

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

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

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

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

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

SPECIAL PROVISION  
FOR  
INSURANCE

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

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

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

- Village of River Grove
- Edwin Hancock Engineering Company
- 
- 
- 
- 
- 
- 

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

## 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	Group III
$> 0.16\% - 0.27\%$	Group II	Group II	Group III
$> 0.27\%$	Group III	Group III	Group IV

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

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



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

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

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

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

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 15 % 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

## EQUIPMENT RENTAL RATES (BDE)

Effective: August 2, 2007

Revised: January 2, 2008

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

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

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

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

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

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

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

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

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

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

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

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

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

80189



## **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

## **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 (BDE)**

Effective: December 1, 1986

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. 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
METRA 547 W. Jackson Blvd. Chicago, IL 60661	58 @ 70 mph	40 @ 60 mph
DOT/AAR No.: 372133T RR Division: MWD	RR Mile Post: 11.3 RR Sub-Division: Elgin	
For Freight/Passenger Information Contact: Tony Ognibene For Insurance Information Contact: Kerry Brunette		Phone: 312-322-8006 Phone: 312-322-6991

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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.

3426I

## 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			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10	10
50	25	15	10	10
70	15 / 25 <sup>2/</sup>	10 / 15 <sup>2/</sup>	10	10
90	10	10	10	10
105	10	10	10	10

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

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

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

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

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

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

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

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

HMA plants utilizing RAP shall be capable of automatically recording and printing the following information.

(a) Dryer Drum Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- (5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- (6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.
- (8) Aggregate and RAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP are printed in wet condition.)

(b) Batch Plants.

- (1) Date, month, year, and time to the nearest minute for each print.
- (2) HMA mix number assigned by the Department.
- (3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- (4) Mineral filler weight to the nearest pound (kilogram).
- (5) RAP weight to the nearest pound (kilogram).
- (6) Virgin asphalt binder weight to the nearest pound (kilogram).
- (7) Residual asphalt binder in the RAP material as a percent of the total mix to the nearest 0.1 percent.

The printouts shall be maintained in a file at the plant for a minimum of one year or as directed by the Engineer and shall be made available upon request. The printing system will be inspected by the Engineer prior to production and verified at the beginning of each construction season thereafter.

**1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders.** The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

80172

**REFLECTIVE 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

## 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

## **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

**TRAINING SPECIAL PROVISIONS (BDE)** This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

**WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within *80* working days.

80071

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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**ATTACHMENTS**

- A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above



agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

## 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the 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.