

# **BID PROPOSAL INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

## **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.

## **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.

## **REQUESTS FOR AUTHORIZATION TO BID**

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

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

## **ABOUT AUTHORIZATION TO BID**

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. 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 bidder'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 or revision will be included with the Electronic Plans and Proposals. 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 service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

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

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

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

## **STANDARD GUIDELINES FOR SUBMITTING BIDS**

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.
- Do not include the Subcontractor Documentation with your bid (pages i – iii and pages a – g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

**Proposal Bid Bond** – (Insert after the proposal signature page) Submit your proposal Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.

**Disadvantaged Business Utilization Plan and/or Good Faith Effort** – The last items in your bid should be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation of a Good Faith Effort, it is to follow the SBE Forms.

**The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site.** A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:30 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

**QUESTIONS: pre-letting up to execution of the contract**

|  |              |
|--|--------------|
| Contractor pre-qualification .....                               | 217-782-3413 |
| Small Business, Disadvantaged Business Enterprise (DBE) .....    | 217-785-4611 |
| Contracts, Bids, Letting process or Internet downloads .....     | 217-782-7806 |
| Estimates Unit.....  | 217-785-3483 |
| Aeronautics.....   | 217-785-8515 |
| IDNR (Land Reclamation, Water Resources, Natural Resources)..... | 217-782-6302 |

**QUESTIONS: following contract execution**

|   |              |
|---|--------------|
| Subcontractor documentation, payments ..... | 217-782-3413 |
| Railroad Insurance .....                    | 217-785-0275 |

# 46

**RETURN WITH BID**

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

**Letting June 13, 2014**

**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.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

# Notice to Bidders, Specifications, Proposal, Contract and Contract Bond



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Route WEST JEFFERY AVENUE  
Project BROS-0031(036)  
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
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

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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. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Project BROS-0031(036)  
Route WEST JEFFERY AVENUE  
District 1 Construction Funds**

**Project consists of the removal of the existing structure, construction of a new single span reinforced concrete slab bridge, pavement reconstruction, sidewalk and driveway construction, structure removal, pavement and sidewalk removal, drainage structures, storm sewers, water main, landscaping and all other incidental items to complete the work on West Jeffery Ave. over Buffalo Creek in the Village of Wheeling.**

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 will govern performance and payments.







**RETURN WITH BID**

6. **COMBINATION BIDS.** The undersigned bidder 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 contract 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 will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
10. **The services of a subcontractor will be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor.  
 (30 ILCS 500/20-120)

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|             |      |      |                           |                   |         |
|-------------|------|------|---------------------------|-------------------|---------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER            | PROJECT NUMBER    | ROUTE   |
| COOK        | 031  | 01   | 11-00076-00-BR (WHEELING) | BROS-0031/036/000 | WEST    |
|             |      |      |                           |                   | JEFFERY |
|             |      |      |                           |                   | AVENUE  |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| A2000118    | T-ACERX FREM AB 3     | EACH            | 2.000 X   | =          |       |             |     |
| XX003338    | TEST HOLE             | EACH            | 2.000 X   | =          |       |             |     |
| XX008956    | STL CAS P BOR/JKD 20  | FOOT            | 75.000 X  | =          |       |             |     |
| X0322584    | REVTMENT MAT REMOVAL  | SQ YD           | 90.000 X  | =          |       |             |     |
| X0324932    | DI WM 8 STEEL CASING  | FOOT            | 75.000 X  | =          |       |             |     |
| X0325003    | REM EX VALVE & VAULT  | EACH            | 2.000 X   | =          |       |             |     |
| X0325950    | GATE VLVE 8 W/VLT 5   | EACH            | 2.000 X   | =          |       |             |     |
| X4021000    | TEMP ACCESS- PRIV ENT | EACH            | 6.000 X   | =          |       |             |     |
| X5610012    | CAP EXIST WATER MAIN  | EACH            | 3.000 X   | =          |       |             |     |
| X5610651    | ABAN EX WM FILL CLSM  | FOOT            | 160.000 X | =          |       |             |     |
| X5610708    | WATER MAIN REMOV 8    | FOOT            | 44.000 X  | =          |       |             |     |
| X5630708    | CONN TO EX W MAIN 8   | EACH            | 2.000 X   | =          |       |             |     |
| X5640175    | FIRE HYDRANT COMPLETE | EACH            | 1.000 X   | =          |       |             |     |
| X5860110    | GRANULAR BACKFILL STR | CU YD           | 150.000 X | =          |       |             |     |
| X6022402    | MAN TA 4D T1F CL SPL  | EACH            | 1.000 X   | =          |       |             |     |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY    | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
|             |                       |                 |             | DOLLARS    | CENTS | DOLLARS     | CTS |
| X6022805    | CB TA 4D T1F OL SPL   | EACH            | 2.000 X     |            |       |             |     |
| X6023204    | INLETS TA T1F OL SPL  | EACH            | 2.000 X     |            |       |             |     |
| X6064200    | COMB CC&G TB6.12 SPL  | FOOT            | 380.000 X   |            |       |             |     |
| X7010216    | TRAF CONT & PROT SPL  | L SUM           | 1.000 X     |            |       |             |     |
| Z0004552    | APPROACH SLAB REM     | SQ YD           | 50.000 X    |            |       |             |     |
| Z0007124    | STEEL RAILING SPL     | FOOT            | 85.000 X    |            |       |             |     |
| Z0013798    | CONSTRUCTION LAYOUT   | L SUM           | 1.000 X     |            |       |             |     |
| Z0022800    | FENCE REMOVAL         | FOOT            | 80.000 X    |            |       |             |     |
| Z0030850    | TEMP INFO SIGNING     | SQ FT           | 54.600 X    |            |       |             |     |
| Z0046304    | P UNDR FOR STRUCT 4   | FOOT            | 108.000 X   |            |       |             |     |
| Z0073002    | TEMP SOIL RETEN SYSTM | SQ FT           | 1,218.000 X |            |       |             |     |
| Z0076600    | TRAINEES              | HOUR            | 500.000 X   | 0.80       |       | 400.00      |     |
| Z0076604    | TRAINEES TPG          | HOUR            | 500.000 X   | 15.00      |       | 7,500.00    |     |
| Z0077900    | WD POST & RAIL FENCE  | FOOT            | 40.000 X    |            |       |             |     |
| 20100110    | TREE REMOV 6-15       | UNIT            | 18.000 X    |            |       |             |     |

WEST  
11-00076-00-BR  
COOK

(WHEELING)

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 61A34

ECMS002 DTGECM03 ECMR003 PAGE 3  
RUN DATE - 04/16/14  
RUN TIME - 183112

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY  | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-----------|------------|-------|-------------|-----|
|             |                       |                 |           | DOLLARS    | CENTS | DOLLARS     | CTS |
| 20100210    | TREE REMOV OVER 15    | UNIT            | 17.000 X  | =          |       |             |     |
| 20101200    | TREE ROOT PRUNING     | EACH            | 1.000 X   | =          |       |             |     |
| 20200100    | EARTH EXCAVATION      | CU YD           | 278.000 X | =          |       |             |     |
| 20800150    | TRENCH BACKFILL       | CU YD           | 215.000 X | =          |       |             |     |
| 21101615    | TOPSOIL F & P 4       | SQ YD           | 229.000 X | =          |       |             |     |
| 25000110    | SEEDING CL 1A         | ACRE            | 0.100 X   | =          |       |             |     |
| 25000310    | SEEDING CL 4          | ACRE            | 0.100 X   | =          |       |             |     |
| 25000400    | NITROGEN FERT NUTR    | POUND           | 8.000 X   | =          |       |             |     |
| 25000600    | POTASSIUM FERT NUTR   | POUND           | 8.000 X   | =          |       |             |     |
| 25100630    | EROSION CONTR BLANKET | SQ YD           | 439.000 X | =          |       |             |     |
| 28000250    | TEMP EROS CONTR SEED  | POUND           | 10.000 X  | =          |       |             |     |
| 28000400    | PERIMETER EROS BAR    | FOOT            | 446.000 X | =          |       |             |     |
| 28000510    | INLET FILTERS         | EACH            | 8.000 X   | =          |       |             |     |
| 28500100    | FAB FORM CONC REV MAT | SQ YD           | 90.000 X  | =          |       |             |     |
| 30300112    | AGG SUBGRADE IMPR 12  | SQ YD           | 574.000 X | =          |       |             |     |

WEST  
11-00076-00-BR  
COOK

(WHEELING)

ILLINOIS DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF PRICES  
CONTRACT NUMBER - 61A34

ECMS002 DTGECM03 ECMR003 PAGE 4  
RUN DATE - 04/16/14  
RUN TIME - 183112

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY    | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
|             |                       |                 |             | DOLLARS    | CENTS | DOLLARS     | CTS |
| 35101598    | AGG BASE CSE B 3      | SQ YD           | 149.000 X   | =          |       |             |     |
| 35101600    | AGG BASE CSE B 4      | SQ YD           | 131.000 X   | =          |       |             |     |
| 42000301    | PCC PVT 8 JOINTED     | SQ YD           | 446.000 X   | =          |       |             |     |
| 42001420    | BR APPR PVT CON (PCC) | SQ YD           | 67.000 X    | =          |       |             |     |
| 42300200    | PCC DRIVEWAY PAVT 6   | SQ YD           | 145.000 X   | =          |       |             |     |
| 42400200    | PC CONC SIDEWALK 5    | SQ FT           | 1,171.000 X | =          |       |             |     |
| 44000100    | PAVEMENT REM          | SQ YD           | 651.000 X   | =          |       |             |     |
| 44000200    | DRIVE PAVEMENT REM    | SQ YD           | 142.000 X   | =          |       |             |     |
| 44000500    | COMB CURB GUTTER REM  | FOOT            | 140.000 X   | =          |       |             |     |
| 44000600    | SIDEWALK REM          | SQ FT           | 1,366.000 X | =          |       |             |     |
| 50101500    | REM EXIST SUP-STR     | EACH            | 1.000 X     | =          |       |             |     |
| 50102400    | CONC REM              | CU YD           | 67.300 X    | =          |       |             |     |
| 50200100    | STRUCTURE EXCAVATION  | CU YD           | 242.000 X   | =          |       |             |     |
| 50300225    | CONC STRUCT           | CU YD           | 80.200 X    | =          |       |             |     |
| 50300255    | CONC SUP-STR          | CU YD           | 199.700 X   | =          |       |             |     |

| ITEM NUMBER | PAY ITEM DESCRIPTION  | UNIT OF MEASURE | QUANTITY     | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|-----------------------|-----------------|--------------|------------|-------|-------------|-----|
|             |                       |                 |              | DOLLARS    | CENTS | DOLLARS     | CTS |
| 50300260    | BR DECK GROOVING      | SQ YD           | 238.000 X    | =          |       |             |     |
| 50300300    | PROTECTIVE COAT       | SQ YD           | 376.000 X    | =          |       |             |     |
| 50800105    | REINFORCEMENT BARS    | POUND           | 7,850.000 X  | =          |       |             |     |
| 50800205    | REINF BARS, EPOXY CTD | POUND           | 64,010.000 X | =          |       |             |     |
| 51500100    | NAME PLATES           | EACH            | 1.000 X      | =          |       |             |     |
| 51603000    | DRILLED SHAFT IN SOIL | CU YD           | 53.700 X     | =          |       |             |     |
| 550A0050    | STORM SEW CL A 1 12   | FOOT            | 24.000 X     | =          |       |             |     |
| 550A0070    | STORM SEW CL A 1 15   | FOOT            | 141.000 X    | =          |       |             |     |
| 550A0340    | STORM SEW CL A 2 12   | FOOT            | 72.000 X     | =          |       |             |     |
| 55100300    | STORM SEWER REM 8     | FOOT            | 63.000 X     | =          |       |             |     |
| 55100400    | STORM SEWER REM 10    | FOOT            | 93.000 X     | =          |       |             |     |
| 55100500    | STORM SEWER REM 12    | FOOT            | 49.000 X     | =          |       |             |     |
| 56100020    | DI WAT MN TEE, 8X 8   | EACH            | 1.000 X      | =          |       |             |     |
| 56103100    | D I WATER MAIN 8      | FOOT            | 109.000 X    | =          |       |             |     |
| 56109420    | DI WT MNF 8 45.0 DB   | EACH            | 10.000 X     | =          |       |             |     |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE |       | TOTAL PRICE |     |
|-------------|----------------------|-----------------|----------|------------|-------|-------------|-----|
|             |                      |                 |          | DOLLARS    | CENTS | DOLLARS     | CTS |
| 59100100    | GEOCOMPOSITE WALL DR | SQ YD           | 34.000 X |            |       | =           |     |
| 60500040    | REMOV MANHOLES       | EACH            | 1.000 X  |            |       | =           |     |
| 60500050    | REMOV CATCH BAS      | EACH            | 2.000 X  |            |       | =           |     |
| 60500060    | REMOV INLETS         | EACH            | 3.000 X  |            |       | =           |     |
| 66400205    | CH LK FENCE 5        | FOOT            | 40.000 X |            |       | =           |     |
| 67000400    | ENGR FIELD OFFICE A  | CAL MO          | 4.000 X  |            |       | =           |     |
| 67100100    | MOBILIZATION         | L SUM           | 1.000 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 Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

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

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

##### A. Conflicts of Interest

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 State 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 State Toll Highway Authority.

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.



## RETURN WITH BID

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. Information concerning the exemption process is available from the Department upon request.

### **B. Negotiations**

Section 50-15. Negotiations.

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.

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

### **C. Inducements**

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.

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

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

Section 50-30. Revolving door prohibition.

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

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

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, 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 CPO.

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

### **F. Confidentiality**

Section 50-45. Confidentiality.

Any CPO, SPO, 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.

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

## RETURN WITH BID

### G. Insider Information

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.

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.

I acknowledge, understand and accept these terms and conditions for the above assurances.

### III. CERTIFICATIONS

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

#### A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### B. Felons

Section 50-10. Felons.

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

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

## RETURN WITH BID

### **C. Debt Delinquency**

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

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

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

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act provides 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.

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

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

Section 33E-11 of the Criminal Code of 2012 provides:

(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.

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

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

## RETURN WITH BID

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

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

### **H. International Anti-Boycott**

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

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

### **I. Drug Free Workplace**

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

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

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

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

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

Failure to make the disclosure required by the Code shall cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid 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.

## RETURN WITH BID

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

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

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

**RETURN WITH BID**

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

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

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

**The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.**

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

**M. Lobbyist Disclosure**

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

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

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

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

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

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

Or

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

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

I acknowledge, understand and accept these terms and conditions for the above certifications.

## RETURN WITH BID

### IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

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

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_
4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

## RETURN WITH BID

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

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

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

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

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



RETURN WITH BID

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

**DISCLOSURE OF FINANCIAL INFORMATION**

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

|  |   |
|--|---|
| <b>FOR INDIVIDUAL (type or print information)</b>            |   |
| <b>NAME:</b>   | _____                                     |
| <b>ADDRESS</b>   | _____                                     |
| <b>Type of ownership/distributable income share:</b>         |   |
| 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.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

**RETURN WITH BID**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

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

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_
- 
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes \_\_\_ No \_\_\_
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_ No \_\_\_

---

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

---

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

---

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

---

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

---

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

---

**RETURN WITH BID**

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

---

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

---

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

---

**3. Communication Disclosure.**

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

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

**RETURN WITH BID**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial 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 Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

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

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

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



**RETURN WITH BID**

**Contract No. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Project BROS-0031(036)  
Route WEST JEFFERY AVENUE  
District 1 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

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

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

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

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

**PART III. AFFIRMATIVE ACTION PLAN**

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

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

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

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

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

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.



**RETURN WITH BID**

**ADDITIONAL FEDERAL REQUIREMENTS**

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

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

**RETURN WITH BID**

**Contract No. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Project BROS-0031(036)  
Route WEST JEFFERY AVENUE  
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP)

Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm: \_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

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

(IF A JOINT VENTURE)

Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative \_\_\_\_\_  
Typed or printed name and title of Authorized Representative \_\_\_\_\_

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

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



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, 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 the bid proposal under "Proposal Guaranty" in effect on the date of the 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 may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; 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 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 has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

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

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

By \_\_\_\_\_  
(Signature and Title)

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

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) 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 |
|--------------------------|---------------------|---------------------|
|--------------------------|---------------------|---------------------|

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, 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 the bid proposal under "Proposal Guaranty" in effect on the date of the 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; 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 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 has caused this instrument to be signed by its officer  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

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

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

By \_\_\_\_\_  
(Signature and Title)

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

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_

(Name of Notary Public)

(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal 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 \_\_\_\_\_

**(1) Policy**

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

**(2) Obligation**

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

**(3) Project and Bid Identification**

Complete the following information concerning the project and bid:

|                        |  |
|------------------------|--|
| Route _____            | Total Bid _____  |
| Section _____          | Contract DBE Goal _____<br>(Percent) _____ (Dollar Amount) |
| Project _____          |  |
| County _____           |  |
| Letting Date _____     |  |
| Contract No. _____     |  |
| Letting Item No. _____ |  |

**(4) Assurance**

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows:  
Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

\_\_\_\_\_  
Company

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision.

Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.

Bureau of Small Business Enterprises  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

**Local Let Projects**  
Submit forms to the  
Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is **REQUIRED**. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



# 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. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Project BROS-0031(036)  
Route WEST JEFFERY AVENUE  
District 1 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

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

#### **A. Bribery**

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

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

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### **B. Felons**

Section 50-10. Felons.

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

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

**RETURN WITH SUBCONTRACT**

**C. Debt Delinquency**

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

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

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

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

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

|   |               |  |
|---|---------------|--|
| _____<br>Name of Subcontracting Company |               |  |
| _____<br>Authorized Officer             | _____<br>Date |  |

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

**I. DISCLOSURES**

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

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

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

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

**C. Disclosure Form Instructions**

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

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the **NOT APPLICABLE STATEMENT** on the second page of Form A must be signed and dated by a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

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

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

(Note: Only one set of forms needs to be completed per person per subcontract even if a specific individual would require a yes answer to more than one question.)

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

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

## RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

---

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

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

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

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

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_

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3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

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

---

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

---

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

---

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

---

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

---

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

---



**RETURN WITH SUBCONTRACT**

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

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

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

**3 Communication Disclosure.**

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

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

**RETURN WITH SUBCONTRACT**

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

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

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

**APPLICABLE STATEMENT**

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

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

**NOT APPLICABLE STATEMENT**

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. June 13, 2014. 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. 61A34  
COOK County  
Section 11-00076-00-BR (Wheeling)  
Project BROS-0031(036)  
Route WEST JEFFERY AVENUE  
District 1 Construction Funds**

**Project consists of the removal of the existing structure, construction of a new single span reinforced concrete slab bridge, pavement reconstruction, sidewalk and driveway construction, structure removal, pavement and sidewalk removal, drainage structures, storm sewers, water main, landscaping and all other incidental items to complete the work on West Jeffery Ave. over Buffalo Creek in the Village of Wheeling.**

- 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

Ann L. Schneider,  
Secretary

**CONTRACT 61A34**  
**INDEX**  
**FOR**  
**SUPPLEMENTAL SPECIFICATIONS**  
**AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2014

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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|      |   | GBSP 4    | Polymer Modified Portland Cement Mortar                                  | June 7, 1994   | July 26, 2013  |
|      |   | GBSP 12   | Drainage System  | June 10, 1994  | Jan 1, 2007    |
|      |   | GBSP 13   | High-Load Multi-Rotational Bearings                                      | Oct 13, 1988   | Oct 30, 2012   |
|      |   | GBSP 14   | Jack and Remove Existing Bearings  | April 20, 1994 | Jan 1, 2007    |
|      |   | GBSP 15   | Three Sided Precast Concrete Structure                                   | July 12, 1994  | Oct 15, 2011   |
|      |   | GBSP 16   | Jacking Existing Superstructure  | Jan 11, 1993   | Jan 1, 2007    |
|      |   | GBSP 17   | Bonded Preformed Joint Seal  | July 12, 1994  | Jan 1, 2007    |
|      |   | GBSP 18   | Modular Expansion Joint  | May 19, 1994   | April 18, 2014 |
|      |   | GBSP 21   | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003  | May 18, 2011   |
|      |   | GBSP 25   | Cleaning and Painting Existing Steel Structures                          | Oct 2, 2001    | April 19, 2012 |
|      |   | GBSP 26   | Containment and Disposal of Lead Paint Cleaning Residues                 | Oct 2, 2001    | April 30, 2010 |
|      |   | GBSP 28   | Deck Slab Repair   | May 15, 1995   | Oct 15, 2011   |
|      |   | GBSP 29   | Bridge Deck Microsilica Concrete Overlay                                 | May 15, 1995   | Oct 30, 2012   |
|      |   | GBSP 30   | Bridge Deck Latex Concrete Overlay                                       | May 15, 1995   | Jan 18, 2011   |
|      |   | GBSP 31   | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay                | Jan 21, 2000   | Oct 30, 2012   |
|      |   | GBSP 32   | Temporary Sheet Piling   | Sept 2, 1994   | Jan 31, 2012   |
|      |   | GBSP 33   | Pedestrian Truss Superstructure  | Jan 13, 1998   | April 18, 2014 |
|      |   | GBSP 34   | Concrete Wearing Surface   | June 23, 1994  | Feb 6, 2013    |
|      |   | GBSP 35   | Silicone Bridge Joint Sealer   | Aug 1, 1995    | Oct 15, 2011   |
|      |   | GBSP 38   | Mechanically Stabilized Earth Retaining Walls                            | Feb 3, 1999    | April 18, 2014 |
|      |   | GBSP 42   | Drilled Soldier Pile Retaining Wall                                      | Sept 20, 2001  | Jan 3, 2014    |
|      |   | GBSP 43   | Driven Soldier Pile Retaining Wall                                       | Nov 13, 2002   | Jan 3, 2014    |
| 83   | X | GBSP 44   | Temporary Soil Retention System  | Dec 30, 2002   | May 11, 2009   |
|      |   | GBSP 45   | Bridge Deck Thin Polymer Overlay   | May 7, 1997    | Feb 6, 2013    |
|      |   | GBSP 46   | Geotextile Retaining Walls   | Sept 19, 2003  | July 26, 2013  |
| 85   | X | GBSP 51   | Pipe Underdrain for Structures   | May 17, 2000   | Jan 22, 2010   |
|      |   | GBSP 53   | Structural Repair of Concrete  | Mar 15, 2006   | April 18, 2014 |
|      |   | GBSP 55   | Erection of Curved Steel Structures                                      | June 1, 2007   |                |
|      |   | GBSP 56   | Setting Piles in Rock  | Nov 14, 1996   | April 19, 2012 |
|      |   | GBSP 57   | Temporary Mechanically Stabilized Earth Retaining Walls                  | Jan 6, 2003    | April 18, 2014 |
|      |   | GBSP 59   | Diamond Grinding and Surface Testing Bridge Sections                     | Dec 6, 2004    | Jan 3, 2014    |
|      |   | GBSP 60   | Containment and Disposal of Non-Lead Paint Cleaning Residues             | Nov 25, 2004   | Mar 6, 2009    |
|      |   | GBSP 61   | Slipform Parapet   | June 1, 2007   | Aug 17, 2012   |
|      |   | GBSP 62   | Concrete Deck Beams  | June 13, 2008  | Oct 9, 2009    |
|      |   | GBSP 64   | Segmental Concrete Block Wall  | Jan 7, 1999    | Oct 30, 2012   |
|      |   | GBSP 65   | Precast Modular Retaining Walls  | Mar 19, 2001   | Jan 3, 2014    |
|      |   | GBSP 67   | Structural Assessment Reports for Contractor's Means and Methods         | Mar 6, 2009    |                |
|      |   | GBSP 70   | Braced Excavation  | Aug 9, 1995    | May 18, 2011   |
|      |   | GBSP 71   | Aggregate Column Ground Improvement                                      | Jan 15, 2009   | Oct 15, 2011   |

|    |   |         |   |                |                |
|----|---|---------|---|----------------|----------------|
|    |   | GBSP 72 | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay                       | Jan 18, 2011   | Oct 15, 2011   |
|    |   | GBSP 73 | Cofferdams  | Oct 15, 2011   |                |
|    |   | GBSP 74 | Permanent Steel Sheet Piling (LRFD)                                     | Jan 31, 2012   | Aug 17, 2012   |
|    |   | GBSP 75 | Bond Breaker for Prestressed Concrete Bulb-T Beams                      | April 19, 2012 |                |
| 86 | X | GBSP 76 | Granular Backfill for Structures  | April 19, 2012 | Oct 30, 2012   |
|    |   | GBSP 77 | Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts | April 19, 2012 | Oct 22, 2013   |
| 88 | X | GBSP 78 | Bridge Deck Construction  | Oct 22, 2013   | April 18, 2014 |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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|  |
|  |

The following Guide Bridge Special Provisions have been incorporated into the 2012 Standard Specifications:

| File Name | Title   | Std Spec Location |
|-----------|---|-------------------|
| GBSP22    | Cleaning and Painting New Metal Structures                          | 506               |
| GBSP36    | Surface Preparation and Painting Req. for Weathering Steel          | 506               |
| GBSP50    | Removal of Existing Non-composite Bridge Decks                      | 501               |
| GBSP58    | Mechanical Splicers   | 508               |
| GBSP63    | Demolition Plans for Removal of Existing Structures                 | 501               |
| GBSP68    | Piling  | 512               |
| GBSP69    | Freeze-Thaw Aggregates for Concrete Superstructures Poured on Grade | 1004              |

The following Guide Bridge Special Provisions have been discontinued or have been superseded:

| File Name | Title                                      | Disposition:       |
|-----------|--|--------------------|
| GBSP37    | Underwater Structure Excavation Protection | Replaced by GBSP73 |
| GBSP11    | Permanent Steel Sheet Piling               | Replaced by GBSP74 |
| GBSP47    | High Performance Concrete Structures       | Discontinued       |
| GBSP52    | Porous Granular Embankment (Special)       | Replaced by GBSP76 |
| GBSP66    | Wave Equation Analysis of Piles            | Discontinued       |

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|-------------|-------------|---|------------------|----------------|
| LR SD12     |             | <input type="checkbox"/> Slab Movement Detection Device   | Nov. 11, 1984    | Jan. 1, 2007   |
| LR SD13     |             | <input type="checkbox"/> Required Cold Milled Surface Texture   | Nov. 1, 1987     | Jan. 1, 2007   |
| LR SD406    |             | <input type="checkbox"/> <b>RESCINDED</b>   |                  |                |
| LR 102-2    |             | <input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals   | Jan. 1, 2001     | Jan. 1, 2014   |
| LR 105      | 92          | <input checked="" type="checkbox"/> Cooperation with Utilities  | Jan. 1, 1999     | Jan. 1, 2007   |
| LR 107-2    |             | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings   | Mar. 1, 2005     | Jan. 1, 2006   |
| LR 107-4    | 95          | <input checked="" type="checkbox"/> Insurance   | Feb. 1, 2007     | Aug. 1, 2007   |
| LR 107-7    |             | <input type="checkbox"/> Wages of Employees on Public Works   | Jan. 1, 1999     | Jan. 1, 2014   |
| LR 108      |             | <input type="checkbox"/> Combination Bids   | Jan. 1, 1994     | Mar. 1, 2005   |
| LR 109      |             | <input type="checkbox"/> Equipment Rental Rates   | Jan. 1, 2012     |                |
| LR 212      |             | <input type="checkbox"/> Shaping Roadway  | Aug. 1, 1969     | Jan. 1, 2002   |
| LR 355-1    |             | <input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix   | Oct. 1, 1973     | Jan. 1, 2007   |
| LR 355-2    |             | <input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix   | Feb. 20, 1963    | Jan. 1, 2007   |
| LR 400-1    |             | <input type="checkbox"/> Bituminous Treated Earth Surface   | Jan. 1, 2007     | Apr. 1, 2012   |
| LR 400-2    |             | <input type="checkbox"/> Bituminous Surface Plant Mix (Class B)   | Jan. 1, 2008     |                |
| LR 400-3    |             | <input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling   | Jan. 1, 2012     |                |
| LR 400-4    |             | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt   | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 400-5    |             | <input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt  | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 400-6    |             | <input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt  | June 1, 2012     |                |
| LR 400-7    |             | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt   | June 1, 2012     |                |
| LR 402      |             | <input type="checkbox"/> Salt Stabilized Surface Course   | Feb. 20, 1963    | Jan. 1, 2007   |
| LR 403-1    |             | <input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement                                 | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 403-2    |             | <input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat  | Aug. 1, 1969     | Jan. 1, 2007   |
| LR 406      |             | <input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout   | Jan. 1, 2008     |                |
| LR 420      |             | <input type="checkbox"/> PCC Pavement (Special)   | May 12, 1964     | Jan. 2, 2007   |
| LR 442      |             | <input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use   | Jan. 1, 2004     | Jun. 1, 2007   |
| LR 451      |             | <input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt   | Oct. 1, 1991     | Jan. 1, 2007   |
| LR 503-1    |             | <input type="checkbox"/> Furnishing Class SI Concrete   | Oct. 1, 1973     | Jan. 1, 2002   |
| LR 503-2    |             | <input type="checkbox"/> Furnishing Class SI Concrete (Short Load)  | Jan. 1, 1989     | Jan. 1, 2002   |
| LR 542      |             | <input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)  | Sep. 1, 1964     | Jan. 1, 2007   |
| LR 663      |             | <input type="checkbox"/> Calcium Chloride Applied   | Jun. 1, 1958     | Jan. 1, 2007   |
| LR 702      |             | <input type="checkbox"/> Construction and Maintenance Signs   | Jan. 1, 2004     | Jun. 1, 2007   |
| LR 1000-1   |             | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures | Apr. 1, 2012     | Jun. 1, 2012   |
| LR 1000-2   |             | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures     | June 1, 2012     |                |
| LR 1004     |             | <input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment  | Jan. 1, 2002     | Jan. 1, 2007   |
| LR 1030     |             | <input type="checkbox"/> Growth Curve   | Mar. 1, 2008     | Jan. 1, 2010   |
| LR 1032-1   |             | <input type="checkbox"/> Emulsified Asphalts  | Jan. 1, 2007     | Feb. 7, 2008   |
| LR 1102     |             | <input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment   | Jan. 1, 2007     |                |

**BDE SPECIAL PROVISIONS**  
For the April 25 and June 13, 2014 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> |
|------------------|------------|---|---|------------------|----------------|
| 80240            |            |   | Above Grade Inlet Protection  | July 1, 2009     | Jan. 1, 2012   |
| 80099            |            |   | Accessible Pedestrian Signals (APS)   | April 1, 2003    | Jan. 1, 2014   |
| 80274            |            |   | Aggregate Subgrade Improvement  | April 1, 2012    | Jan. 1, 2013   |
| 80192            |            |   | Automated Flagger Assistance Device   | Jan. 1, 2008     |                |
| 80173            |            |   | Bituminous Materials Cost Adjustments   | Nov. 2, 2006     | Aug. 1, 2013   |
| 80241            |            |   | Bridge Demolition Debris  | July 1, 2009     |                |
| 50261            |            |   | Building Removal-Case I (Non-Friable and Friable Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| 50481            |            |   | Building Removal-Case II (Non-Friable Asbestos)   | Sept. 1, 1990    | April 1, 2010  |
| 50491            |            |   | Building Removal-Case III (Friable Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| 50531            |            |   | Building Removal-Case IV (No Asbestos)  | Sept. 1, 1990    | April 1, 2010  |
| 80292            | 96         | X | Coarse Aggregate in Bridge Approach Slabs/Footings  | April 1, 2012    | April 1, 2013  |
| 80310            |            |   | Coated Galvanized Steel Conduit   | Jan. 1, 2013     |                |
| 80198            |            |   | Completion Date (via calendar days)   | April 1, 2008    |                |
| 80199            |            |   | Completion Date (via calendar days) Plus Working Days   | April 1, 2008    |                |
| * 80293          |            |   | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet   | April 1, 2012    | April 1, 2014  |
| * 80294          |            |   | Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet | April 1, 2012    | April 1, 2014  |
| 80311            |            |   | Concrete End Sections for Pipe Culverts   | Jan. 1, 2013     |                |
| * 80334          | 97         | X | Concrete Gutter, Curb, Median, and Paved Ditch  | April 1, 2014    |                |
| 80277            |            |   | Concrete Mix Design – Department Provided   | Jan. 1, 2012     | Jan. 1, 2014   |
| 80261            | 98         | X | Construction Air Quality – Diesel Retrofit  | June 1, 2010     | Jan. 1, 2014   |
| * 80335          | 101        | X | Contract Claims   | April 1, 2014    |                |
| 80029            | 102        | X | Disadvantaged Business Enterprise Participation   | Sept. 1, 2000    | Aug. 2, 2011   |
| 80265            |            |   | Friction Aggregate  | Jan. 1, 2011     |                |
| 80229            |            |   | Fuel Cost Adjustment  | April 1, 2009    | July 1, 2009   |
| 80329            |            |   | Glare Screen  | Jan. 1, 2014     |                |
| 80303            | 112        | X | Granular Materials  | Nov. 1, 2012     |                |
| 80304            |            |   | Grooving for Recessed Pavement Markings   | Nov. 1, 2012     | Jan. 1, 2013   |
| 80246            |            |   | Hot-Mix Asphalt – Density Testing of Longitudinal Joints  | Jan. 1, 2010     | April 1, 2012  |
| 80322            |            |   | Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements  | Nov 1, 2013      |                |
| 80323            |            |   | Hot-Mix Asphalt – Mixture Design Verification and Production  | Nov 1, 2013      |                |
| 80315            |            |   | Insertion Lining of Culverts  | Jan. 1, 2013     | Nov 1, 2013    |
| * 80336          |            |   | Longitudinal Joint and Crack Patching   | April 1, 2014    |                |
| * 80324          |            |   | LRFD Pipe Culvert Burial Tables   | Nov 1, 2013      | April 1, 2014  |
| 80325            | 113        | X | LRFD Storm Sewer Burial Tables  | Nov 1, 2013      |                |
| 80045            |            |   | Material Transfer Device  | June 15, 1999    | Jan. 1, 2009   |
| 80165            |            |   | Moisture Cured Urethane Paint System  | Nov. 1, 2006     | Jan. 1, 2010   |
| * 80337          |            |   | Paved Shoulder Removal  | April 1, 2014    |                |
| 80330            |            |   | Pavement Marking for Bike Symbol  | Jan. 1, 2014     |                |
| 80298            |            |   | Pavement Marking Tape Type IV   | April 1, 2012    |                |
| 80254            |            |   | Pavement Patching   | Jan. 1, 2010     |                |
| 80331            | 123        | X | Payrolls and Payroll Records  | Jan. 1, 2014     |                |
| 80332            | 125        | X | Portland Cement Concrete – Curing of Abutments and Piers  | Jan. 1, 2014     |                |
| 80326            | 126        | X | Portland Cement Concrete Equipment  | Nov 1, 2013      |                |
| * 80338          |            |   | Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching   | April 1, 2014    |                |
| 80300            |            |   | Preformed Plastic Pavement Marking Type D - Inlaid  | April 1, 2012    |                |

| <u>File Name</u> | <u>Pg.</u> |   | <u>Special Provision Title</u>  | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|---|------------------|----------------|
| 80328            | 127        | X | Progress Payments   | Nov. 2, 2013     |                |
| 80281            | 128        | X | Quality Control/Quality Assurance of Concrete Mixes                   | Jan. 1, 2012     | Jan. 1, 2014   |
| 34261            |            |   | Railroad Protective Liability Insurance                               | Dec. 1, 1986     | Jan. 1, 2006   |
| 80157            |            |   | Railroad Protective Liability Insurance (5 and 10)                    | Jan. 1, 2006     |                |
| * 80306          |            |   | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012     | April 1, 2014  |
| 80327            | 129        | X | Reinforcement bars  | Nov 1, 2013      |                |
| 80283            | 131        | X | Removal and Disposal of Regulated Substances                          | Jan. 1, 2012     | Nov. 2, 2012   |
| 80319            | 135        | X | Removal and Disposal of Surplus Materials                             | Nov. 2, 2012     |                |
| 80307            |            |   | Seeding   | Nov. 1, 2012     |                |
| * 80339          |            |   | Stabilized Subbase  | April 1, 2014    |                |
| 80127            |            |   | Steel Cost Adjustment   | April 2, 2004    | April 1, 2009  |
| 80317            |            |   | Surface Testing of Hot-Mix Asphalt Overlays                           | Jan. 1, 2013     |                |
| 80301            |            |   | Tracking the Use of Pesticides  | Aug. 1, 2012     |                |
| 80333            |            |   | Traffic Control Setup and Removal Freeway/Expressway                  | Jan. 1, 2014     |                |
| 20338            | 136        | X | Training Special Provisions   | Oct. 15, 1975    |                |
| * 80318          |            |   | Traversable Pipe Grate  | Jan. 1, 2013     | April 1, 2014  |
| 80288            |            |   | Warm Mix Asphalt  | Jan. 1, 2012     | Nov. 1, 2013   |
| 80302            | 139        | X | Weekly DBE Trucking Reports   | June 2, 2012     |                |
| 80289            |            |   | Wet Reflective Thermoplastic Pavement Marking                         | Jan. 1, 2012     |                |
| 80071            |            |   | Working Days  | Jan. 1, 2002     |                |

The following special provisions are in the 2014 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> |
|------------------|---|---|------------------|----------------|
| 80309            | Anchor Bolts  | Articles 1006.09, 1070.01, and 1070.03        | Jan. 1, 2013     |                |
| 80276            | Bridge Relief Joint Sealer                            | Article 503.19 and Sections 588 and 589       | Jan. 1, 2012     | Aug. 1, 2012   |
| 80312            | Drain Pipe, Tile, Drainage Mat, and Wall Drain        | Article 101.01, 1040.03, and 1040.04          | Jan. 1, 2013     |                |
| 80313            | Fabric Bearing Pads                                   | Article 1082.01                               | Jan. 1, 2013     |                |
| 80169            | High Tension Cable Median Barrier                     | Section 644 and Article 1106.02               | Jan. 1, 2007     | Jan. 1, 2013   |
| 80320            | Liquidated Damages                                    | Article 108.09                                | April 1, 2013    |                |
| 80297            | Modified Urethane Pavement Marking                    | Section 780, Articles 1095.09 and 1105.04     | April 1, 2012    |                |
| 80253            | Moveable Traffic Barrier                              | Section 707 and Article 1106.02               | Jan. 1, 2010     | Jan. 1, 2013   |
| 80231            | Pavement Marking Removal                              | Recurring CS #33                              | April 1, 2009    |                |
| 80321            | Pavement Removal                                      | Article 440.07                                | April 1, 2013    |                |
| 80022            | Payments to Subcontractors                            | Article 109.11                                | June 1, 2000     | Jan. 1, 2006   |
| 80316            | Placing and Consolidating Concrete                    | Articles 503.06, 503.07, and 516.12           | Jan. 1, 2013     |                |
| 80278            | Planting Woody Plants                                 | Section 253 and Article 1081.01               | Jan. 1, 2012     | Aug. 1, 2012   |
| 80305            | Polyurea Pavement Markings                            | Article 780.14                                | Nov. 1, 2012     | Jan. 1, 2013   |
| 80279            | Portland Cement Concrete                              | Sections 312, 503, 1003, 1004, 1019, and 1020 | Jan. 1, 2012     | Nov. 1, 2013   |
| 80218            | Preventive Maintenance – Bituminous Surface Treatment | Recurring CS #34                              | Jan. 1, 2009     | April 1, 2012  |
| 80219            | Preventive Maintenance – Cape Seal                    | Recurring CS #35                              | Jan. 1, 2009     | April 1, 2012  |
| 80220            | Preventive Maintenance – Micro Surfacing              | Recurring CS #36                              | Jan. 1, 2009     | April 1, 2012  |
| 80221            | Preventive Maintenance – Slurry Seal                  | Recurring CS #37                              | Jan. 1, 2009     | April 1, 2012  |

| <u>File Name</u> | <u>Special Provision Title</u>                                    | <u>New Location</u>  | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| 80224            | Restoring Bridge Approach Pavements Using High-Density Foam       | Recurring CS #39   | Jan. 1, 2009     | Jan. 1, 2012   |
| 80255            | Stone Matrix Asphalt  | Sections 406, 1003, 1004, 1030, and 1011                           | Jan. 1, 2010     | Aug. 1, 2013   |
| 80143            | Subcontractor Mobilization Payments                               | Article 109.12   | April 2, 2005    | April 1, 2011  |
| 80308            | Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch | Articles 606.02 and 606.11   | Nov. 1, 2012     |                |
| 80286            | Temporary Erosion and Sediment Control                            | Articles 280.04 and 280.08   | Jan. 1, 2012     |                |
| 80225            | Temporary Raised Pavement Marker                                  | Recurring CS #38   | Jan. 1, 2009     |                |
| 80256            | Temporary Water Filled Barrier                                    | Section 708 and Article 1106.02                                    | Jan. 1, 2010     | Jan. 1, 2013   |
| 80273            | Traffic Control Deficiency Deduction                              | Article 105.03   | Aug. 1, 2011     |                |
| 80270            | Utility Coordination and Conflicts                                | Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40 | April 1, 2011    | Jan. 1, 2012   |

The following special provisions require additional information from the designer. The Special Provisions are:

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



Route: West Jeffery Avenue  
Section: 11-00076-00-BR  
County: Cook  
Contract No. 61A34

## **STATE OF ILLINOIS**

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### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Route: West Jeffery Avenue; Section: 11-00076-00-BR; Project Number: BROS-0031(036); County: Cook; and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Route: West Jeffery Avenue  
Section: 11-00076-00-BR  
County: Cook  
Contract No.: 61A34

#### **LOCATION OF PROJECT**

This improvement begins at a point on the centerline of West Jeffery Avenue approximately 568 feet west of Wolf Road and extends to approximately 300 feet west of Wolf Road in the Village of Wheeling, Cook County for a total net and gross length of 267 feet (0.051 miles).

#### **DESCRIPTION OF PROJECT**

The work consists of the removal of the existing single-span reinforced concrete slab bridge and construction of a new single-span reinforced concrete slab bridge over Buffalo Creek and reconstruction of West Jeffery Avenue.

~~The work to be performed under this contract shall include, but not be limited to pavement reconstruction, constructing single-span reinforced concrete slab bridge, constructing sidewalk, constructing driveways, structure removal, pavement removal, sidewalk removal, driveway removal curb and gutter removal, drainage structures, storm sewers, water main, landscaping and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.~~

**MAINTENANCE OF ROADWAYS**

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

Beginning on the date that work begins on this 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. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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.

**STATUS OF UTILITIES TO BE ADJUSTED**

Effective: January 30, 1987  
 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

| Name of Utility  | Type                                | Location                          | Estimated Duration of Time for the Completion of Relocation or Adjustments |
|--|-------------------------------------|-----------------------------------|--|
| Nicor Gas<br>Constance Lane<br>630-600-6352<br>clane@nicor.com | Underground Gas                     | Sta. 28+73.00 to Sta. 31+40.00 LT | None   |
| Village of Wheeling<br>John Tack<br>847-499-9059               | Underground water, sewer, and storm | Sta. 28+73.00 to Sta. 31+40.00    | None   |

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

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.

- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

#### **COMPLETION DATE PLUS WORKING DAYS**

Effective: September 30, 1985

Revised: January 1, 2007

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on November 7<sup>th</sup>, 2014 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 5 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for cleanup work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

Article 108.09 or the Special Provision for "Failure to Complete the Work on Time", if included in this contract, shall apply to both the completion date and the number of working days.

#### **PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012

Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

## **AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS**

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

**402.10 For Temporary Access.** The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface course for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.”

Add the following to Article 402.12 of the Standard Specifications:

“Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, ~~the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.”~~

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

“Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

### **COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)**

Effective: November 1, 2011  
Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) may be blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of + 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight."

### **HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)**

Effective: November 1, 2013

Article 1020.15 shall not apply.

### **PAVEMENT REMOVAL**

Description: This item shall be in accordance to Section 440 of the Standard Specifications except that all sawcuts required for this work will not be measured for payment and shall be included in the contract unit price for PAVEMENT REMOVAL.

Method of Measurement: Shall be done in accordance with Article 440.07

Basis of Payment: This work shall be paid for the contract unit price per square yard for PAVEMENT REMOVAL

### **COMBINATION CURB AND GUTTER REMOVAL**

Description: This item shall be in accordance to Section 440 of the Standard Specifications except that all sawcuts required for this work will not be measured for payment and shall be included in the contract unit price for COMBINATION CURB AND GUTTER REMOVAL.

Any damage to the existing pavement remaining in place due to removal operations shall be replaced to the satisfaction of the Engineer as incidental to the pay item.

Method of Measurement: Shall be done in accordance with Article 440.07

Basis of Payment: This work shall be paid for the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL

### **COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)**

Description: This work shall be done in accordance with Section 606 of the Standard Specifications and the Village of Wheeling Curb and Gutter Standard provided in the plans.

Method of Measurement: Shall be done in accordance with Article 606.14

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL).

### **FENCE REMOVAL**

Description: This work shall include the removal and disposal of existing fence.

Method of Measurement: This work will be measured for payment in feet, along the top of the fence from center to center of posts, including the length occupied by any existing gates.

Basis of Payment: This work shall be paid for at the contract unit price per foot for FENCE REMOVAL, which price shall include all labor, equipment, materials and incidentals to complete the work as described above.

### **WOOD POST AND RAIL FENCE**

Description: This work shall include the furnishing and erecting of a split rail fence to match existing fence.

Method of Measurement: This work will be measured for payment in feet, along the top of the fence from center to center of posts, including the length occupied by any existing gates.

Basis of Payment: This work shall be paid for at the contract unit price per foot for WOOD POST AND RAIL FENCE, which price shall include all labor, equipment, materials and incidentals to complete the work as described above.

## **TRAFFIC CONTROL PLAN**

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, Cook County Department of Transportation and Highways, and Village of Wheeling at least 72 hours in advance of beginning work.

### STANDARDS:

701006-05, 701011-04, 701101-04, 701301-04, 701501-06, 701801-05, 701901-03

### DETAILS:

TC-21 – Detour Signing For Closing State Highway

TC-22 – Arterial Road Information Sign

### SPECIAL PROVISIONS:

Maintenance of Roadways

Public Convenience and Safety (DIST. 1)

Traffic Control and Protection (Arterials)

Temporary Information Signing

## **TRAFFIC CONTROL AND PROTECTION (ARTERIALS)**

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except "Traffic Control and Protection (Expressways)" and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

### 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 the 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 mm) 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 signs due to the Contractor's operations shall be repaired or signs 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 meters) 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.

**TEST HOLE**

Description: This item shall consist of excavation to locate potential utility conflicts. Test holes will be dug at locations authorized by the Engineer. The test hole shall be of a size and depth sufficient to identify and establish locations of the existing utilities.

After the contractor has verified the location of the existing utilities, the test hole shall be backfilled with either the excavated material or Trench Backfill, as directed by the Engineer. Any excess material shall be disposed of in accordance with Article 202.03 of the Standard Specifications.

Method of Measurement: This work shall be measured in place for each location as approved by the engineer.

Basis of Payment. This work will be paid for at the contract unit price per each for TEST HOLE

**APPROACH SLAB REMOVAL**

Description: This item shall consist of full depth approach slab removal and disposal at locations designated on the plans and in accordance with the applicable portions of Sections 440 and 501 of the Standard Specification.

Method of Measurement: This work will be measured for payment on the basis of the actual square yards of approach slab removed, regardless of replacement area.

Basis of payment: This work will be paid for at the contract unit price per square yard for APPROACH SLAB REMOVAL, which price shall be payment in full for all labor, equipment and materials necessary to complete the work.

**DUCTILE IRON WATER MAIN**

This work includes furnishing and installing Class 52 ductile iron water main, with a minimum pressure rating of 350 psi, and bends, tees, and plugs. The work shall be done in accordance with Sections 20, 22, 40 and 41 of the Water and Sewer Main Specifications and the details shown on the Plans. The minimum depth of cover over the water main shall be 5'-6".

Material: Pipe shall be ductile iron pipe, manufactured in accordance with American Standard Association Specifications A21.51 with a 60-42-10 metal. Thickness for ductile iron pipe shall be determined in accordance with ASA Specifications A21.50 latest edition and shall not be less than Class 52. Fittings shall be ductile iron in accordance with ANSI/AWWA C110/A21.10-93, or latest revision. All joints and gaskets shall meet requirements of ANSI/AWWA C111/A21.11-

85, or latest revision. Push joint and mechanical joint pipes are permitted. Nuts, bolts, washers and tie rods shall be A-304 stainless steel ASTM F 593 and F 594. Bolts and tie rods shall have sufficient length to extend ½ inch (½") beyond the end of the nut. Restrained joints to be "TR Flex" or Megalug. Interior lining of pipe and fittings shall be cement-mortar, conforming with ANSI/AWWA C104/A21.4-90, or latest revision. Outside coating shall be standard, as specified for general use in ANSI/AWWA C151/A21.51-91, or latest revision.

Water Main Protection: Water main protection shall be constructed where called out on the plans, when the minimum 18-inch vertical separation and 10-foot horizontal separation cannot be met due to the field conditions. This water main protection shall be constructed as detailed on Standard Drawing No. 22 of the Standard Specifications for Water & Sewer Construction in Illinois. The water main protection shall be provided within 10 feet of the outside edge of the conflicting sewer, or until the water main meets the separation of 18-inches above the sewer. Water main protection shall not be paid for separately, but shall be considered included in the costs of the construction of the water main.

Excavation, Bedding and Backfilling: This work shall be performed in accordance with Sections 20 and 22 of the Water and Sewer Main Specifications and the detail shown on the Plans. Granular bedding, 4 inches thick, shall be installed under all water main. The trench bottom shall be flat, and provide full bearing for the length of the pipe, with bell holes excavated at all joints. Additional granular material shall be installed to the spring-line of the pipe. Granular material from 4 inches below the bottom of the pipe to the spring-line of the pipe shall not be paid for separately but shall be considered incidental to the pay item. All locations shall be backfilled in conformance with the detail shown on the Plans. Any sheeting or shoring required for open-cut trenches shall be provided and installed as incidental to the Contract. Sheeting or shoring shall comply with any governing Federal or State agencies, laws and local ordinances. Where water is encountered in the trench, it shall be completely removed during pipe-laying and jointing operations. Trench water will not be allowed to enter the pipe at any time.

Restrained Joints: To prevent movement of water main under pressure, all fitting joints (bends, tees, reducers and plugs) shall be restrained with EBAA Iron MEGALUG series 1700 Pipe Harness (MEGALUG). All water main pipe within the distance specified in the RESTRAINED JOINT SPACING table shown in the Plans shall also be restrained to the next pipe with MEGALUG. Restrained joints shall not be paid for separately but shall be included in the unit price per foot for water main and unit price per each for fittings.

Testing – General: The following procedures are to be strictly followed by all persons engaged in the pressure testing and/or disinfection of public water distribution mains and private water services 3 inches and larger in diameter. The requirements of this specification and the requirements of the Illinois Environmental Protection Agency water permit shall be strictly enforced. The contractor is required to provide any and all equipment necessary to complete the pressure testing and/or disinfection of the water mains and services. Equipment required should include, but is not limited to required taps, pressure gauges, booster pumps, chlorination equipment, sample bottles, etc. Prior to any test, the contractor shall arrange with the Village Engineer and the Water Field Supervisor, a minimum of 48 hours in advance, to have the required tests witnessed by the Village. The contractor is forbidden to operate any and all valves on the existing public water supply system which must be operated by Village personnel. Requests for valve operations are to be made 24 hours prior to the scheduled operations through the Public Works Department, 459-2600.

Pressure and Leakage Testing: The contractor shall pressure test all new water main and water services 3 inches and larger in diameter so as to determine that the maximum allowable leakage rates are not exceeded. The pressure test is performed prior to the installation of the corporation stops. The contractor shall perform a preliminary test to insure that all segments of the system meet the leakage rates as set forth in the Standard Specifications for Water and Sewer Main Construction in Illinois. Then the contractor will arrange for witnessing of the pressure test through the Village Engineer and the Water Field Supervisor. A minimum of forty-eight hours advance notice shall be given to both parties. The test shall be conducted for a period of at least 2 hours, at an initial pressure of 150 psi and 200 psi on the fire suppression lines, unless directed otherwise by the Engineering Inspector. Any segment of main exceeding the maximum leakage rate will automatically fail the test. If at any time during the test, the pressure drops below 115 psi the water main is automatically failed. The contractor will then be required to take any and all steps to insure that the problems have been corrected and arrange for retesting of the segment. Maximum allowable leakage shall be computed as follows:

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where  $L$  = total allowable leakage, in gallons per hour of test  
 $S$  = length of pipe tested, in feet  
 $D$  = diameter of pipe, in inches  
 $P$  = average test pressure, in psi

The use of repair devices to enable a section of newly placed watermain to pass the pressure test will not be allowed.

Air release valves will not be permitted. Proper fire hydrant placement and hydraulics are expected to be used to allow air to escape the main.

Disinfection: After all mains have successfully pressure tested and before service taps are made, the contractor shall proceed to disinfect the main in accordance with ANSI/AWWA C-651-92, or latest revision. Copper service taps may be made prior to disinfection if the corporation stops are in the closed position.

On ductile iron water services, a permanent OS & Y (outside stem and yoke) valve is to be installed on the interior flange of the system riser prior to chlorination. If a system service is to pass through a full flow fire meter, the meter spread, complete with OS & Y valves and adjusting sleeve are to be in place prior to chlorination. A full size spreader pipe is to be used between the valves for chlorination purposes.

The initial chlorine concentration shall be 50 mg/l during disinfection and shall be maintained at a minimum of 25 mg/l free chlorine. The chlorinated water shall be retained in the main for a period of at least 24 hours. At the end of the 24 hour period, the treated water shall contain no less than 10 mg/l free chlorine throughout the main.

After the applicable retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the water leaving the main is no higher than that generally prevailing in the system.

After final flushing, samples must be taken every 1,200 feet in accordance with IEPA regulations, which will then be bacteriologically tested to show the absence of all bacteria. For major water main installation, the number of samples may be increased as determined by the IEPA permit. A second series of samples shall be collected from the same locations no less than 24 hours after the first set of samples has been collected. The individual sets of samples will be bacteriologically tested by an independent laboratory approved by the State and Village.

If both sets of samples are satisfactory, the Public Works Department will open all valves on the system. The contractor and the developer's engineer will be furnished with copies of the bacteriological report for their records if they so request.

The cost of the disinfection and bacteriologic analysis shall be considered incidental to the Contract.

The existing water main shall continue to provide service through the construction of the proposed water main and will not be shut off until the new work has been accepted by the Village (unless otherwise specified in the plans and specifications).

Backfilling of the trench under the pavement or within 10 feet of the back of curb shall be in accordance with Section 20-4.06B of the Water and Sewer Main Specifications. All trench backfill shall be paid for separately at the contract unit price per cubic yard of TRENCH BACKFILL.

This work shall be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the size specified and at the contract unit price per each for DUCTILE IRON WATER MAIN FITTINGS, of the size and bend angle specified, which price shall include all labor, equipment, materials and incidentals required to complete the work described above.

#### **DUCTILE IRON WATER MAIN 8" IN STEEL CASING**

This work shall consist of installing mechanically jointed ductile iron water main within the casing pipe under Buffalo Creek as shown on the plans or as directed by the Engineer.

This work shall be completed in accordance with the applicable portions of item DUCTILE IRON WATER MAIN.

**BASIS OF PAYMENT:** This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN 8" IN STEEL CASING, which payment shall be full compensation for all labor, equipment, and materials necessary to complete the work.

#### **STEEL CASING PIPE, BORED AND JACKED**

Provide all labor, materials, equipment and services required to furnish and install all steel casings bored and jacked under Buffalo Creek as shown on the plans and/or specified herein.

Submittals: Descriptive literature, catalog cuts, and dimensional prints clearly indicating all dimensions and materials of construction, shall be submitted on all items specified herein to the Engineer for review before ordering.

At the time of submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the submittals may have from the requirements of the plans and specifications.

Description: An approach trench or pit shall be dug at the forward end of the proposed crossing to a depth sufficient to form a vertical face at least one foot higher than the top of the pipe and large enough to provide ample working room. The size and height of this vertical face may be varied, but in all cases the adjacent soils shall be adequately protected from caving, sloughing, or eroding.

Contractor shall erect and maintain suitable barricades or barriers around all trenches and pits while work is in progress and trenches and pits shall be plated overnight. All work shall be performed in such a manner as to minimize hazards to the public. These protective measures shall be included in the cost of the boring work.

Driveway access shall be coordinated with residents at all times during the water main work. Specifically, residents shall be notified 24 hours in advance of any loss of access due to the watermain boring or open cut operations. The cost of coordination shall be included in the boring work.

After the pipe and all appurtenances are installed, the excavated area shall be backfilled according to Section 20-4.06B of the Water and Sewer Main Specifications except as herein described. The backfill for the boring and receiving pits shall not be paid for separately, but shall be included in the cost of STEEL CASING PIPE, BORED AND JACKED.

The boring pit shall be backfilled to be level with the top of existing pavement. The boring pit, after backfilling, shall be left undisturbed for a period of no less than seven days to allow for settlement. No pavement or curb and gutter shall be placed until after the settlement period.

All sloping, sheeting, or shoring required for safety at the boring and receiving pits shall be considered included to this pay item.

All removal of vegetation, shrubs and trees unless otherwise covered by individual pay items, shall be considered included in this pay item.

When groundwater is present, a dewatering system of sufficient capacity to handle the flow shall be maintained at the site. The dewatering system shall be equipped with screens or filter media sufficient to prevent the displacement of fines. Equipment shall be operated to maintain a satisfactory working environment.

Casing pipe shall be steel, plain end, have a minimum yield point strength of 35,000 psi and conform to ASTM A 252 Grade 2 or ASTM A 139 Grade B without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18 foot lengths (except last section, if a shorter section is needed to obtain total casing length). The exterior of the casing pipe shall be coated with coal tar epoxy or bituminous asphalt. All joints between lengths shall be solidly butt-welded with a smooth non-obstructing joint inside. The casing pipe shall be installed without bends.

Steel casing pipe diameter and wall thickness shall not be less than the following:

| Carrier Pipe Nom. Diameter | Min. Casing Pipe Diam. | Wall Thickness |
|----------------------------|------------------------|----------------|
|----------------------------|------------------------|----------------|

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|         | (O.D.) |        |
|---------|--------|--------|
| 33"-36" | 54"    | 0.781" |
| 30"     | 48"    | 0.688" |
| 27"     | 42"    | 0.688" |
| 24"     | 36"    | 0.532" |
| 20"-21" | 36"    | 0.532" |
| 18"     | 30"    | 0.469" |
| 15"-16" | 30"    | 0.469" |
| 12"     | 24"    | 0.375" |
| 10"     | 22"    | 0.375" |
| 8"      | 20"    | 0.375" |
| 6"      | 18"    | 0.375" |

Larger diameter casing pipes may be substituted by the Contractor, but there shall be no extra payment for this substitution. The Village must approve any changes in casing pipe diameter or thickness.

All carrier pipe shall be Ductile Iron restrained joint Class 52 pipe, in accordance with AWWA C151/ASTM A21.51 (latest revision) unless otherwise indicated on the plans. The carrier pipe shall be installed after the casing pipe is in place, and shall extend a minimum of two (2) feet beyond each end of the casing to facilitate making joint connections. The carrier pipe shall be braced within the casing pipe to preclude possible flotation.

Stainless steel casing spacers shall be installed on 6-foot centers on the carrier pipe within the casing pipe. Casing spacers shall be bolt-on style with a shell made in two (2) sections of heavy T-304 stainless steel. Connecting flanges shall be ribbed for extra strength. The shell shall be lined with a PVC liner .090" thick with a Durometer "A" 85-90 hardness. All nuts and bolts are to be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by risers made of heavy t-304 stainless steel. The supports shall be mig welded to the shell and all welds shall be fully passivated. The height of the supports and runners combined shall be sufficient to keep the carrier pipe at least 0.75" from the casing pipe wall at all times. Casing spacers shall be made by Cascade Waterworks MFG. Co., Pipeline Seal & Insulator, Inc., or Engineer approved equal.

In lieu of stainless steel casing spacers, hardwood blocks, formed to fit the carrier and casing pipes, may be used to support the carrier pipe within the casing. Blocks shall be at least 4"x4"x24" in size. Blocks shall be strapped on each side of each joint of the carrier pipe and at intermediate positions so as not to exceed 6 foot spacing (center to center) between blocks. Enough blocks shall be used around the circumference of the pipe to prevent the carrier pipe from rotating off the blocks as it is pushed through the casing pipe. Hardwood blocks shall be fastened to the carrier pipe with stainless steel straps.

At each end of the casing pipe, the carrier pipe shall be wrapped with two (2) layers of roofing felt. The wrapping shall extend a minimum of 12 inches in each direction from the end of the casing pipe. After the carrier pipe has been installed, inspected, tested and wrapped as specified, the annular space between the carrier pipe and the casing pipe shall be filled with AASHTO M43 size #9 washed pea gravel. The annular space at both ends of the casing pipe shall be sealed with brick in a manner acceptable to the Engineer. Weep holes shall be

provided in the closure at the lower end of the annular space between the carrier pipe and the casing pipe to facilitate drainage.

The boring method shall consist of pushing the pipe into the earth with a boring auger rotating within the pipe to remove the spoil.

1. The front of the pipe shall be provided with mechanical arrangements or devices that will positively prevent the auger from leading the pipe so that there will be no unsupported excavation ahead of the pipe.
2. The auger and cutting head arrangement shall be removable from within the pipe in the event an obstruction is encountered. If the obstruction cannot be removed without excavation in advance of the pipe, the pipe shall be abandoned in place and immediately filled with coarse sand rammed in or grout pumped in.
3. The over-cut by the cutting head shall not exceed the outside diameter of the pipe by more than 2-inch. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe by more than approximately 1-inch, grouting or other approved methods must be used to fill such voids.
4. The face of the cutting head shall be arranged to provide a reasonable obstruction to the free flow of soft or poor material.
5. Any method which does not have this boring arrangement will not be permitted. The Contractor's boring arrangement plans and methods must be submitted to, and approved by, the Village.

The Village reserves the right to make reasonable adjustments in the limits and lengths of all bores without affecting the unit price.

Basis of Payment: The steel casing pipe required to be bored and jacked will be measured from end to end of the completed cover pipe in place, and paid for at the Contract unit price per foot for STEEL CASING PIPE BORED AND JACKED of the size specified, complete in place, which price shall include the casing pipe, the casing spacers, material for blocking the ends, pea gravel, weatherproof signs, excavation, boring pits, receiving pits, sheeting, bracing, vegetative removal, backfilling of the boring and receiving pits, grouting, protective measures (barricades or barriers around all trenches and pits while work is in progress and overnight), maintaining driveway access, and all other items necessary for its construction as shown on the plans and/or described in the specifications.

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### **CONNECTIONS TO EXISTING WATER MAINS (NON PRESSURE)**

This work shall consist of connecting the proposed water main to existing water mains at the locations shown on the Plans or as directed by the Engineer. The work shall be done in accordance with Section 41-2.11 of the Water and Sewer Specifications and as herein modified.

The Contractor shall notify the Village 24 hours prior to making the connection. All valves required to be closed for the connection shall be operated by Village personnel only.

The work shall include the following:

1. Removing existing water main to be abandoned that interferes with the connection.
2. Making the connection with a cutting-in-sleeve and/or the fittings (bend, cross or tee) as indicated on the Plans.
3. Couplings, as required to make the connection.

This work shall be paid for at the contract unit price per each for CONNECTION TO EXISTING WATER MAINS, of the specified size, which price shall include all labor, equipment, materials (including water main couplings if needed) and incidentals required to complete the work described above. Fittings other than couplings, shall be included in the contract unit price per each for DUCTILE IRON WATER MAIN FITTINGS, of the size and bend angle specified.

No additional compensation shall be allowed for premium overtime as noted in Section 41-2.11 to make connections to the existing water mains even when work must be performed outside of normal working hours.

### **GATE VALVES, 8"**

Description. This work shall be completed in accordance with Section 43 of the Water and Sewer Specifications. All valves 12 inches and smaller shall be resilient wedge seal gate valves in accordance with ANSI/AWWA C-509-94, or latest revision, for 200 pound per square inch working pressure. All valves shall open counter-clockwise (to the left) with non-rising stem. Hand valves located inside meter vaults or inside buildings must have rising stems. Valves in meter pits servicing fire suppression systems shall be open stem and yoke type. All valves shall have mechanical joints with stainless steel hardware.

The valves shall be AMERICAN FLOW CONTROL (AFC) resilient wedge gate valves with mechanical joints ends. All valves shall enclosed within a valve vault as described in the specification VALVE VAULTS, 5' DIAMETER.

Basis of Payment. This work shall be not be paid for separately, but shall be included in the contract unit price for GATE VALVE 8" WITH VAULT, 5' DIAMETER, which price shall include all labor and materials necessary to complete the work as described above.

### **FIRE HYDRANT COMPLETE**

Description. This work shall consist of furnishing and installing a new fire hydrant with 6" auxiliary gate valve, valve box, mainline mechanical joint tee (8" x 8" x 6") and 6" pipe from main to hydrant. The work shall be done in accordance with Section 45 of the Water and Sewer Specifications and the detail on the Plans. The auxiliary valve shall have mechanical joints.

It shall be the responsibility of the Contractor and hydrant manufacturer to certify that the hydrant, gate valve and valve box furnished are in compliance with the specified material and are capable of withstanding test procedures when properly installed.

The valve box shall be an Clow Series F-2450.



The fire hydrant shall be a red 6-ft bury Mueller A-423 Super Centurion with 2 – 2.5" NST HN side ports and 1 – 4.5" NST PN steamer port including a resilient seat gate valve OR East Jordan Iron Works WaterMaster 5CD250 in accordance with Village requirements.

Hydrants shall be installed at the locations shown on the Plans. They shall be plumb and set on a concrete base so that the lowest hose connection is at least twenty-four (24) inches above the surrounding finished grade. Break-away flange shall be set a minimum of 3" and a maximum of 6" above finished grade. All hydrants shall be inspected in the field upon delivery to the job site to insure proper operation before installation. A minimum of 4 cubic yard of washed coarse stone shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. Care shall be taken to insure that weep holes are not covered. The mainline mechanical joint tee, 6" gate valve and fire hydrant shall be restrained with EBAA Iron MEGALUG Series 1700 Pipe Harness.

Basis of Payment. This work will be paid for at the contract unit price per each for FIRE HYDRANT COMPLETE, which price shall include all materials, labor and equipment required to complete the work as described above.

#### **VALVE VAULTS, 5' DIAMETER**

This work shall consist of constructing valve vaults with castings at the location of new valves installed on this project, in accordance with the details on the Plans and the applicable portions of Section 44 of the Water and Sewer Specifications. Valve vaults shall be precast reinforced concrete with precast reinforced concrete bottoms. Unless otherwise shown, the pipe openings in the barrel section shall be located so that the water main will pass through the center of the vault structure. Concentric cone sections shall be provided at all vaults, unless the depth of cover over the main is such that a short barrel section and flat top (with offset opening) are required to allow the frame and lid to meet finish grade.

Concrete adjusting rings up to a maximum total adjustment of eight inches may be used to bring the rim of the casting to final grade. The vault shall be provided with a Neenah R-1713 frame with a self sealing closed lid. The closed lid shall be marked with the words "VILLAGE OF WHEELING" and "WATER".

All barrel and cone sections shall be fully bedded in a rubber gasket joint. Inside and outside the vault, joints between sections shall be filled with mortar and given a brushed finish.

Backfilling around the vaults shall be in accordance with Section 20-4.06 of the Water and Sewer Specifications. This shall not be paid for separately, but shall be considered included with this pay item.

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This work will not be paid for separately, will be paid for at the contract unit price per each for GATE VALVE 8" WITH VAULT, 5' DIAMETER which price shall include all materials, labor and equipment necessary to excavate for and construct the complete vault structure, including frame and lid, and backfill, except in areas where trench backfill is required, as well as all work described in the Specification, GATE VALVES 8".

**REMOVE EXISTING VALVE AND VAULT**

This work shall consist of removing the valve and vault of the existing water main to be abandoned or removed. At locations specified on the plans or at locations specified by the Engineer, this work shall consist of all labor, equipment, and material necessary to remove and dispose of existing valves and vaults in accordance with all applicable portions of Section 605 of the Standard Specifications.

Cut existing water main at least two feet away from existing valves and plug pipe in accordance with the water main details.

These existing water valves shall be delivered to the Department of Public Works.

This work shall be paid for at the contract unit price each for REMOVE EXISTING VALVE AND VAULT.

**ABANDON EXISTING WATER MAIN, FILL WITH CLSM**

This work shall consist of filling the annular space of existing water mains that will be abandoned with controlled low strength material (CLSM). The water main to be abandoned shall be plugged on both ends with Class SI concrete along the inside of the pipe for a length of not less than 12 inches. These plugs shall be considered included in the cost of the filling of the water mains.

All controlled low strength materials shall conform to section 1019 and all concrete shall conform to section 1020 of the Standard Specifications.

Method of Measurement. ABANDON EXISTING WATER MAIN, FILL WITH CLSM will be measured and calculated for payment per foot of water main filled.

Basis of Payment. Payment for ABANDON EXISTING WATER MAIN, FILL WITH CLSM measured as specified, will be made at the contract unit price per foot of water main filled, which shall constitute full compensation for furnishing, testing, mixing, transporting and placing material; and for furnishing all labor, equipment, tools, and incidentals necessary to complete the work as specified, including the installation of concrete plugs at the pipe ends.

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**CAP EXISTING WATER MAIN**

At locations specified on the Plans or as specified by the Engineer, the water mains to be left in service shall be capped as described below.

The cap for the water main to remain in service shall consist of a restrained joint cap attached to the nearest pipe joint or fitting. A concrete thrust block must be poured to further support the cap. Concrete thrust block shall be Class SI concrete conforming to Section 1020 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per each for CAP EXISTING WATER MAIN. This item shall include exposing the disconnection point (including excavation) and any removals required to prepare the cap location.

### **WATER MAIN REMOVAL**

Description. This work shall consist of the removal and disposal of existing water mains at locations as shown on the plans or as directed by the Engineer. The existing water mains to remain in service shall first be cut and capped according to the Plans and Specifications. The water mains shall be removed and disposed of as specified in the applicable portions of Section 501 of the Standard Specifications.

Trench backfill for the excavated area shall not be paid for separately but shall be considered included in this pay item.

Basis of Payment. This work will be paid for at the contract unit price per foot for WATER MAIN REMOVAL, regardless of the diameter measured as removed, which price shall include all labor, materials, and equipment necessary for excavation, removal and backfill of the trench. Cutting and plugging of the existing mains to remain in service shall be paid for separately as CAP EXISTING WATER MAIN.

### **REVETMENT MAT REMOVAL**

Description: This work consists of the removal and satisfactory disposal of existing fabric formed concrete revetment mat at the locations shown on the plans as directed by the Engineer. **No removal shall be carried out without written direction from the Engineer.** This work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications and as herein specified.

The contractor shall secure approval of a Contractor-prepared in-stream work plan from the Army Corps of Engineers prior to any work within the Waters of the US. The in-stream work plan shall conform to the applicable Army Corps of Engineers Chicago District in-stream requirements which are contained in the Army Corps permit authorization, which will be provided to the contractor upon issuance.

The cost of preparing the in-stream work plan will not be paid for separately, but shall be included in the contract unit price per square yard for REVETMENT MAT REMOVAL.

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Method of Measurement: Revetment mat removal will be measured for payment in place and the area computed in square yards.

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

**MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL**

Description: This work shall be performed in accordance with the applicable portions of Sections 602 and 604 of the Standard Specifications. Additionally, the frame and closed lid casting shall meet the requirements of the Village of Wheeling detail for FRAME AND CLOSED LID STORM MANHOLE STANDARD, as provided in the plans.

Basis of Payment: This work will be paid for at the contract unit price per each for MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL.

**CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL**

Description: This work shall be performed in accordance with the applicable portions of Sections 602 and 604 of the Standard Specifications. Additionally, the frame and open lid casting shall meet the requirements of the Village of Wheeling detail for FRAME AND OPEN LID STORM MANHOLE STANDARD, as provided in the plans.

Basis of Payment: This work will be paid for at the contract unit price per each for CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL.

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

Description: This work shall be performed in accordance with the applicable portions of Sections 602 and 604 of the Standard Specifications. Additionally, the frame and open lid casting shall meet the requirements of the Village of Wheeling detail for FRAME AND OPEN LID STORM MANHOLE STANDARD, as provided in the plans.

Basis of Payment: This work will be paid for at the contract unit price per each for INLETS, TYPE A, TYPE 1 FRAME, OPEN LID, SPECIAL.

**STEEL RAILING (SPECIAL)**

This work shall consist of furnishing and installing the steel rail, including anchorage details to be cast in the concrete slab at the outside edge of sidewalk. All work shall be performed in accordance with applicable articles of Section 509 of the Standard Specifications. The steel rail shall be installed in accordance with the details indicated in the Plans and as directed by the Engineer.

**MATERIALS:** Materials shall be in accordance with Article 509.02 of the Standard Specifications. The railing and posts shall be galvanized according to the requirements of AASHTO M111. All bolts, nuts, and anchors shall be zinc coated according to AASHTO M232. After installation, the exposed bolt threads should be painted with two coats of zinc rich paint conforming to the requirements of ASTM A 780.

Fabrication, inspection, and erection of steel railings shall be according to Section 505 of the Standard Specifications. Storage of galvanized railing and accessories shall be according to Article 1006.34(d) of the Standard Specifications.

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County: Cook  
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Shim plates shall be provided in accordance with Article 509.05(a).

METHOD OF MEASUREMENT: STEEL RAILING (SPECIAL) shall be measured for payment in feet of such rail in place. The length measured will be the overall length along the top longitudinal railing member through all posts and gaps.

BASIS OF PAYMENT: This work will be paid for at the Contract unit price per foot for STEEL RAILING (SPECIAL), which price shall be payment in full for all labor, materials, tools, equipment and appurtenances to complete the work specified herein, as indicated in the Plans, and as directed by the Engineer.

## **IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)**

Effective: August 1, 2012

Revised: February 1, 2014

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this 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 \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs 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 Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certificate showing the type and length of training satisfactorily completed.

STATE OF



ILLINOIS

Permit No.: DIL-13-008

Department of Transportation

Division of Highways
2300 South Dirksen Parkway
Springfield, IL 62764

REGULATED FLOODWAY CONSTRUCTION PERMIT
RIVERS, LAKES AND STREAMS ACT "615 ILCS 5"

PERMISSION IS HEREBY GRANTED TO: Village of Wheeling
77 West Hintz Road
Wheeling, IL 60090

FOR CONSTRUCTION OF : A new bridge along Jeffery Avenue over Buffalo Creek (also known as
Wheeling Drainage Ditch), which will replace the existing bridge at the same location. The proposed
structure will be an 18" depth Reinforced Concrete Slab bridge. The substructure will consist of drilled
shaft bent abutments supported by drilled shaft piles. The structure length will be 38'-6" back to back of
abutments. There will be one span of length 36'-0". The clear roadway width will be 28'-0". The
proposed low beam elevation will be 639.60. The project is located in Section 11, Township 42 North,
Range 11 East of 3rd Principal Meridian, Cook County, as part of section number 11-00076-00-BR.

IN ACCORDANCE WITH THE Application and Plan
DATED August 16, 2013 AND MADE A PART HEREOF, AND SUBJECT TO THE
TERMS SHOWN ON THE BACK HEREOF AND THE SPECIAL CONDITIONS ATTACHED
HERETO AS EXHIBIT.

EXAMINED AND APPROVED

[Signature]
REGIONAL ENGINEER/CENTRAL BUREAU CHIEF

AUGUST 20, 2013
DATE



THIS PERMIT is subject to the following conditions:

(a) This permit is granted in accordance with Rivers, Lakes And Streams Act "615 ILCS 5".

(b) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.

(c) This permittee does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.

(d) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approval from any federal agency to do the work, this permit is not effective until the federal approval is obtained.

(e) The permittee shall, at his own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project, from floodway, river, stream or lake in which the work is done. If the permittee fails to remove such structures or materials, the state may have removal made at the expense of the permittee. If future need for public navigation or public interest of any character, by the state or federal government, necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or his successors as required by the Department of Transportation or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.

(f) The execution and details of the work authorized shall be subject to the supervision and approval of the Department. Department personnel shall have right of access to accomplish this purpose.

(g) Starting work on the construction authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.

(h) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any statement or representation made by the permittee is found to be false, the permit may be revoked at the option of the Department; and when a permit is revoked all rights of the permittee under the permit are voided.

(i) If the project authorized by this permit is located in or along Lake Michigan or a meandered lake, the permittee and his successors shall make no claim whatsoever to any interest in any accretions caused by the project.

(j) In issuing this permit, the Department does not approve the adequacy of the design or structural strength or the structure or improvement.

(k) Noncompliance with the conditions stated herein will make this permit void.

(l) If the work permitted is not initiated on or before six years from the date of issuance as shown on the front of this form, this permit shall be void.

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY**

1021 North Grand Avenue, East; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

**PUBLIC WATER SUPPLY CONSTRUCTION PERMIT**

**RECEIVED**

APR 16 2014

SUBJECT: WHEELING (Cook County-0314970)

CIORBA GROUP, INC.

Permit Issued to:  
Village President and Board of Trustees  
77 W. Hintz Road  
Wheeling, IL 60090

PERMIT NUMBER: 0878-FY2014

DATE ISSUED: April 10, 2014

PERMIT TYPE: Water Main

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows. This permit is issued for the construction and/or installation of the public water supply improvements described in this document, in accordance with the provisions of the "Environmental Protection Act", Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the last page of this permit and the ADDITIONAL CONDITIONS listed below.

FIRM: Ciorba Group  
NUMBER OF PLAN SHEETS: 17  
TITLE OF PLANS: "West Jeffery Avenue Over Buffalo Creek Bridge Replacement"

PROPOSED IMPROVEMENTS:

\*\*\*Install approx. 184 feet of 8-inch water main\*\*\*

ADDITIONAL CONDITIONS:

1. There are no further conditions to this permit.

DCC:GAZ: dsa

cc: Ciorba Group  
Elgin Region  
Cook County Health Department



David C. Cook, P.E.  
Acting Manager Permit Section  
Division of Public Water Supplies



# Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • Box 19276 • Springfield • Illinois • 62794-9276

## Division of Public Water Supplies Application for Construction Permit

The regulations referenced in this application are taken from the Illinois Environmental Protection Act, 2007. All subsequent rules, regulations, and violations listed in this document can be found within the Act. This application may be completed online, a copy saved locally, and printed before it is signed and mailed to the Illinois EPA.

1. Name of Public Water Supply: Village of Wheeling

2. Facility ID: IL 0314970 County: Cook

3. Location of Project: W. Jeffery Ave. - Between Nancy Ln. to Meadowbrook Ln. (West of Wolf Rd.)

4. Title of Plans: W. Jeffery Ave. Over Buffalo Cr. Bridge Replacement - 8" WM Creek Crossing

Number of Construction Drawings: 17

5. Documents being Submitted:
- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Application for Construction Permit  | <input type="checkbox"/> Engineer's Design Summary               |
| <input checked="" type="checkbox"/> Schedule A - Cost Estimate           | <input type="checkbox"/> Schedule C-I Well Drilling Only         |
| <input checked="" type="checkbox"/> Schedule B - Water Main Construction | <input type="checkbox"/> Schedule C-II Well Completion           |
| <input checked="" type="checkbox"/> Specifications                       | <input type="checkbox"/> Permit Fee (Applicable Water Main Only) |
| <input checked="" type="checkbox"/> Construction Drawings                |  |

6. Scope of Project:  
This project consists of the complete installation of an 8" water main, bored and jacked under Buffalo Creek.

7. Illinois Commerce Commission: Are you a privately owned water company subject to Illinois Commerce Commission rules?  
 Yes  No

8. Infringement on **Other Public Water Supplies**: Will any part of this project be located within the boundaries of an area served by another PWS:  
 Yes  No

27

9. Certifications

NOTE: EACH PERSON SIGNING THIS APPLICATION CERTIFIES THAT THE INFORMATION IN THE APPLICATION IS COMPLETE AND ACCURATE, AND THAT THE TEXT OF THE APPLICATION HAS NOT BEEN CHANGED FROM THE AGENCY'S OFFICIAL CONSTRUCTION PERMIT APPLICATION FORM.

9.1) Certificate by Design Engineer

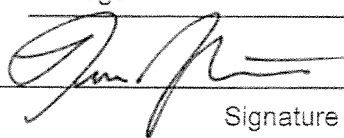
I hereby certify that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate.

Name Luke Mattson, P.E. Registration Number 062-059493

Firm Ciorba Group, Inc.

Address 5507 N. Cumberland Ave

City Chicago State IL Zip 60656 Phone Number +1 (773) 355-2947

 Signature 3/5/2014 Date

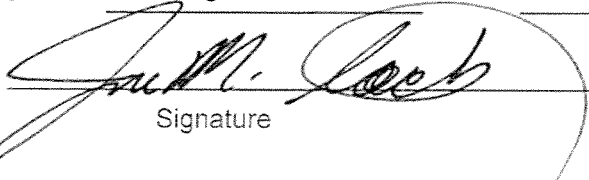
9.2) Certificate by Applicant(s) to Construct

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I/the representative company hereby agree to conform with the Standard Conditions and any Special Conditions made part of this Construction Permit.

Name Jon Tack, P.E.- Village Engineer

Address 2 Community Boulevard

City Wheeling State IL Zip 60053 Phone Number +1 (847) 279-6911

 Signature 2/28/2014 Date

9.3) Water Main Fees

Section 16.1 of the Illinois Environmental Protection Act (Act) requires the Agency to collect a fee for certain applications for the installation or extension of water mains. There are no permit fees for other improvements (for example, treatment facilities) to public water supply systems and only certain water main projects are affected. The Agency will not approve any construction application without the required fee. Except for the conditions listed in Section 9.4, the following fee schedule applies per Section 16.1(d) of the Act:

- | <u>Fee</u>                      | <u>Total Length of Water Main</u>                     |
|---------------------------------|---|
| <input type="checkbox"/> \$ 0   | 200 feet or less                                      |
| <input type="checkbox"/> \$ 240 | Greater than 200 feet but not more than 1,000 feet    |
| <input type="checkbox"/> \$ 720 | Greater than 1,000 feet, but not more than 5,000 feet |
| <input type="checkbox"/> \$1200 | Greater than 5,000 feet                               |

Please check the appropriate fee; make check or money order payable to: Treasurer, State of Illinois and submit along with this application. Any fee remitted to the Agency shall not be refunded at any time or for any reason, either in whole or in part.

The Water Main Permit fee does not apply to:

- a) Any Department, Agency or Unit of State Government.
- b) Any unit of local government where all of the following conditions are met:
  - i. The cost of the installation or extension is paid wholly from monies of the unit of local government, state grants or loans, federal grants or loans, or any combination thereof.
  - ii. The unit of local government is not given monies, reimbursed or paid, either in whole or in part, by another person (except for State grants or loans or federal grants or loans).

*Anthony J. Stavros, Village of Wheeling* hereby certify that this project meets the above criteria  
 (Unit of local government & signature of authorized official)

**DO NOT SIGN HERE UNLESS PROJECT MEETS FEE EXCEPTION CRITERIA.**

9.5) Agreement to Furnish Water (this section must be completed if applicable)

The Village of Wheeling - Dept. of Public Works has agreed to furnish water to the area in which water main  
 (City, Town, Village, Water Company or Water Authority)

extensions are proposed by Village of Wheeling - Dept. of Public Works according to plans  
 (Applicant to construct)

titled West Jeffery Ave. Over Buffalo Creek Bridge replacement - 8" Water Main Creek Crossing

prepared by Ciorba Group, Inc.  
 (Engineering Firm)

The undersigned acknowledges the public water supply's responsibility for examining the plans and specifications to determine the proposed extensions meet local laws, regulations, and ordinances.

*Anthony J. Stavros* Director of Public Works 2/25/2014  
 Signature of Authorized Public Water Supply Official Title of Authorized Public Water Supply Official Date

9.6) Certification by Owner(s) of Completed Public Water Supply Improvement(s)

I hereby certify that I have read and thoroughly understand the conditions and requirements of this submittal. I hereby agree to accept ownership of the project upon satisfactory completion.

Village of Wheeling 0314970  
 Name of Public Water Supply Facility ID

77 W. Hintz Rd. Wheeling IL 60053  
 Address City State Zip

*Anthony J. Stavros* 2/25/2014  
 Signature of authorized public water supply official Date

Anthony J. Stavros Director of Public Works  
 Printed name of authorized public water supply official Printed title of authorized public water supply official

**NOTE:** Applications signed by a person other than a responsible municipal official, corporation officer, or owner, must be accompanied by evidence of authority to sign the applications, unless documentation of such authority is on file with the Division of Public Water Supplies.

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

This Agency is authorized to require this information under Illinois Compiled Statutes, 415 ILCS 5/39 (2000). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied.

IEPA - DIVISION OF PUBLIC WATER SUPPLIES - PERMIT SECTION  
SCHEDULE A - ENGINEER'S COST ESTIMATE

Requests by various agencies and state and federal representatives for information on the cost of water works improvements have been numerous. Therefore, we feel there is a need for obtaining and compiling this information. We would appreciate your cooperation by supplying us with this data with each set of plans and specifications. Please submit the cost data with each of your projects sent in for approval.

|       |   |               |                      |
|-------|---|---------------|----------------------|
| 1.    | Name of Public Water Supply <u>Village of Wheeling</u>          |               |                      |
| <hr/> |   |               |                      |
| 2.    | <u>SOURCE</u>   |               |                      |
|       | A. Stream intake, impoundment.                                  | \$ _____      |                      |
|       | B. Well (s).  | \$ _____      |                      |
|       | C. Others   | \$ _____      |                      |
|       |   | <b>TOTAL</b>  | <b>\$ 0.00</b>       |
| 3.    | <u>TREATMENT</u>  |               |                      |
|       | A. Aeration facilities and detention basins.                    | \$ _____      |                      |
|       | B. High service pumps.  | \$ _____      |                      |
|       | C. Filtration and/or ion exchange softening                     | \$ _____      |                      |
|       | D. Mixing and settling basins and/or flocculation equipment.    | \$ _____      |                      |
|       | E. Chlorination and fluoridation equipment.                     | \$ _____      |                      |
|       | F. Recarbonation, chemical feeders, chemical handling equipment | \$ _____      |                      |
|       | G. Lab, buildings and miscellaneous.                            | \$ _____      |                      |
|       |   | <b>TOTAL</b>  | <b>\$ 0.00</b>       |
| 4.    | <u>WASTE DISPOSAL FACILITIES</u>                                |               |                      |
|       | A. Pumps and piping.  | \$ _____      |                      |
|       | B. Holding structures   | \$ _____      |                      |
|       | C. Treatment unit.  | \$ _____      |                      |
|       |   | <b>TOTAL</b>  | <b>\$ 0.00</b>       |
| 5.    | <u>STORAGE</u>  |               |                      |
|       | A. Ground level tank(s).  | \$ _____      |                      |
|       | B. Elevated tank(s).  | \$ _____      |                      |
|       | C. Pressure tank(s).  | \$ _____      |                      |
|       |   | <b>TOTAL</b>  | <b>\$ 0.00</b>       |
| 6.    | <u>DISTRIBUTION SYSTEM</u>                                      |               |                      |
|       | A. Feeder mains, booster pump(s) and station(s).                | \$ _____      |                      |
|       | B. Water main extension(s)                                      | \$ _____      |                      |
|       | C. Complete distribution.                                       | \$ 105,000.00 |                      |
|       |   | <b>TOTAL</b>  | <b>\$ 105,000.00</b> |
| 7.    | <u>TOTAL PROJECT COST</u>                                       | \$ 105,000.00 |                      |

IL 532-0843

This Agency is authorized to require this information under Illinois Compiled Statutes, 1415 ILCS 5/39 (1998). Disclosure of this information is required under that Section. 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.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY  
DIVISION OF PUBLIC WATER SUPPLIES - PERMIT SECTION  
1021 NORTH GRAND AVENUE, EAST - POST OFFICE BOX 19276  
SPRINGFIELD, ILLINOIS 62794-9276

SCHEDULE B - WATER MAIN CONSTRUCTION

1. Name of Public Water Supply Village of Wheeling
2. Name of Project West Jeffery Ave. Over Buffalo Creek Bridge replacement - 8" Water Main Creek Crossing
3. A. Standard Specifications for Water and Sewer Main Construction in Illinois (1986 Edition)
- B. Engineer's Approved Specifications on file with this Agency
- C. Public Water Supply's Approved Specifications on file with this Agency
- D. Specifications submitted with the plan documents
4. Existing population served by present supply 40,000
5. Population to be served by water main extension N/A
6. Average daily pumpage from water works (annual basis) 3,800,000 GAL
7. Maximum day pumpage from water works 4,400,000 GAL
8. Capacity of water works 11.3 MGD
9. Capacity of raw water source 3.7 MGD
10. Capacity of existing line(s) at point(s) of connection(s) 2.25 MGD
11. Capacity of proposed water main extension or system 2.25 MGD
12. Normal expected operating pressure on proposed water main extension 50 PSI
13. Minimum expected operating pressure on proposed water main extension 36 PSI
14. Pressure at point of connection at present maximum demand 45 PSI
15. Calculated pressure at point of connection under maximum demand conditions after installation of water main. 50 PSI

This Agency is authorized to require this information under Illinois Compiled Statutes, 1415 ILCS 5/39 (1994). Disclosure of this information is required under that Section. 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.

16. Water mains to be installed must be listed below:

|                     |     |  |  |  |  |  |
|---------------------|-----|--|--|--|--|--|
| Pipe Size (inches)  | 8"  |  |  |  |  |  |
| Total Length (feet) | 184 |  |  |  |  |  |

17. General material specifications and type of joints

Ductile Iron Pipe, Class S2 with Mechanical joints

18. Depth of Cover 5.5' minimum

19. Disinfection:

A. Chemical used Chlorine

B. Initial disinfectant concentration 50 mg/L

C. Final disinfectant concentration 25 mg/L

D. Retention time 24 hours

E. Provisions must be made for collection of water samples to be collected for bacteriological analysis on two consecutive days taken at 24 hour intervals.

20. Sewer and Water Separation:

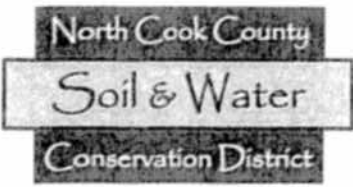
A. Minimum horizontal and vertical separation requirements of this Agency to be followed  Yes  No

B. If "No", explain provisions for protection of water main

Due to site constraints, including required 5.5' coverage of water main under creek; directional bore and jack construction method; proximity and depth of existing 30" sanitary sewer relative to the creek; water main protection is required between stations 29+61 to 29+71. This protection shall be achieved per the requirements of standard drawing No. 22 of the Standard Specifications for Sewer and Water Main Construction.

21. List all deviations for this Agency's design criteria & state justification for deviations.





DATE RECEIVED \_\_\_\_\_

ICA # \_\_\_\_\_

**SOIL EROSION AND SEDIMENT CONTROL PLAN REVIEW**

|                                      |   |
|--------------------------------------|---|
| <b>FOR OFFICE USE ONLY</b>           | SWCD Application No.: _____                         |
| Meets technical standards _____      | Does not meet technical standards _____             |
| Date all information received: _____ | Reviewed by: _____ Fee Paid: _____ Check No.: _____ |
| In-Stream: yes    no                 |   |

|                                   | APPLICANT (Owner/Developer)                           | Erosion Control Consultant/Engineer                          |
|-----------------------------------|---|--|
| <b>Business Name</b>              | Village of Wheeling                                   | Ciorba Group, Inc  |
| <b>Address<br/>City/State/Zip</b> | 2 Community Boulevard<br>Wheeling, IL 60090           | 5507 North Cumberland Avenue, Suite 402<br>Chicago, IL 60656 |
| <b>Contact Name</b>               | Timothy Merrihew, Capital Projects and Design Manager | Jessica Spurlock, Senior Water Resources Engineer            |
| <b>E-Mail Address</b>             | tmerrihew@wheelingil.gov                              | jspurlock@ciorba.com   |
| <b>Phone</b>                      | 847-279-6911  | 773-355-2956   |
| <b>Fax</b>                        | 847-459-2656  | 773-775-4014   |

**Current Project Name and Phase number:** Jeffery Avenue Bridge Replacement      **Location (Municipality):** Wheeling

**Job site contact person:** TBD      **E-Mail Address:** \_\_\_\_\_

**On site Contact's Phone number:** (\_\_\_\_) - \_\_\_\_ - \_\_\_\_      **Fax number:** (\_\_\_\_) - \_\_\_\_ - \_\_\_\_

**Village/Municipal contact person:** See applicant information      **Phone #** (\_\_\_\_) - \_\_\_\_ - \_\_\_\_

**Township, range, & section:** T 42N, R 11E, Section 11      **Nearest Intersection:** Jeffery Avenue/Nancy Lane

**Proposed land use:** Transportation      **Acreeage of disturbance:** 0.4 acres

**Army Corps application number (if applicable):** LRC-2014-78

**Construction start date:** August 2014      **Anticipated construction completion date:** November 2014

**The applicant agrees to the following conditions:**

1. Submit all required information listed on the following pages for each phase of development, regarding the soil erosion and sediment control (SE/SC) plan. Submit one complete SE/SC plan set for review. Upon plan approval, submit two sets of the final SE/SC Plan. One stamped & signed copy will be returned. The stamped set is to be kept on the project site.
2. Upon submittal of this application, pay the applicable fee (fee worksheet attached), in accordance with total acres of disturbance to the original topography and/or vegetation, in-stream and wetland disturbance, and the length of the project. A refundable pre-construction notification fee will also be included.
3. If the SWCD does not receive all required items within **30 days**, the item that has been submitted may be mailed back to you.
4. Notify representatives of the Soil and Water Conservation District of the pre-construction meeting.
5. Allow SWCD, NRCS, or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SE/SC practices have been installed and are functioning properly.
6. Upon commencement of earthwork or construction, document SE/SC practices with all information being accurate and complete.
7. Comply with the SWCD's written and verbal recommendations regarding:
  - A. ~~The SE/SC plan and corrections or changes made thereto.~~
  - B. Installation and maintenance requirements of the SE/SC practices on-site.
8. Pay additional costs incurred by the SWCD in response to repeated non-compliance issues.
9. If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Soil and Water Conservation District.
10. If SWCD is not contacted (in writing) prior to commencement of construction, the pre-construction notification fee will be forfeited.
11. If construction does not commence within 36 months of plan approval, the project will be closed. Fees will not be returned.

Upon receipt of all required information, the SE/SC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards.

**Applicant's Signature:** *Timothy Merrihew*      **Date:** 3-18-14

2358 Hassell Road, Suite B  
Hoffman Estates, IL 60169  
PH: 847-885-8830  
FX: 847-885-8843  
R.McAndless@northcookswcd.org

| Table 1          | <b>SESC Fee Schedule</b>                            |                   | Review Fee | Inspection Fee |
|------------------|---|-------------------|------------|----------------|
| <b>Section 1</b> | <b>Initial Application Fee</b>                      |                   |            |                |
|                  | Single Family Home <1 acre                          | \$100.00          |            |                |
|                  | Commercial Site not part of a larger development <1 | \$250.00          |            |                |
|                  | Construction Site 0- 4 acres                        | \$211             | \$638      |                |
|                  | Construction Site 5-9 acres                         | \$260             | \$788      |                |
|                  | Construction Site 10-14 acres                       | \$341             | \$1024     |                |
|                  | Construction Site 15-19 acres                       | \$374             | \$1365     |                |
|                  | Construction Site 20-29 acres                       | \$390             | \$2048     |                |
|                  | Construction Site 30-39 acres                       | \$423             | \$2048     |                |
|                  | Construction Site 40-49 acres                       | \$455             | \$2340     |                |
|                  | Construction Site 50-59 acres                       | \$488             | \$2574     |                |
|                  | Construction Site 60-69 acres                       | \$520             | \$3432     |                |
|                  | Construction Site 70-79 acres                       | \$536             | \$3432     |                |
|                  | Construction Site 80-89 acres                       | \$585             | \$3861     |                |
|                  | Construction Site 90-99 acres                       | \$618             | \$3861     |                |
|                  | Construction Site 100-199 acres                     | \$650             | \$4290     |                |
|                  | Construction Site 200-299 acres                     | \$699             | \$5506     |                |
|                  | Construction Site 300-399 acres                     | \$764             | \$5756     |                |
|                  | Construction Site 400-499 acres                     | \$796             | \$6167     |                |
|                  | ** > 500 acres contact SWCD for a modified fee      |                   |            |                |
| <b>Section 2</b> | <b>In-Stream or Stream-side work Fee</b>            |                   |            |                |
|                  | 0-2 Month project length                            | \$500             |            |                |
|                  | 2-4 Month project length                            | \$1000            |            |                |
|                  | 4-6 month project length                            | \$1500            |            |                |
|                  | 6-8 month project length                            | \$2000            |            |                |
|                  | 8-10 month project length                           | \$2500            |            |                |
|                  | 10-12 month project length                          | \$3000            |            |                |
| <b>Section 3</b> | <b>Utilities, Railroads, or Linear Projects</b>     |                   |            |                |
|                  | \$300.00 for each wetland impacted/crossed          | \$300 per wetland |            |                |
| <b>Section 4</b> | <b>Re-Submittal Fee</b>                             |                   |            |                |
|                  | 1/3 of the Original Review Fee                      | 1/3 of Review     |            |                |
| <b>Section 5</b> | <b>Re-Approval Fee</b>                              |                   |            |                |
|                  | \$80.00   | \$80              |            |                |
| <b>Section 6</b> | <b>Non Compliance Fee</b>                           |                   |            |                |
|                  | Will be notified by letter – Billable at            | \$65/hr           |            |                |

For a fee calculator, see next page.

\*\*For projects > 500 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration.

**ALL FEES ARE SUBJECT TO YEARLY INCREASES.**

**SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:**

North Cook Co. SWCD  
 2358 Hassell Road  
 Suite B  
 Hoffman Estates, IL. 60169  
 Phone: 847-885-8830  
 Fax: 847-885-8843

WWW.NORTHCOOKSWCD.ORG

*This review will be issued on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status. The North Cook County Soil and Water Conservation District is a non-taxing nonprofit local government.*

## Fee Calculator and Worksheet

| <b>Step 1: Review Fee</b>  |                 |         |
|--|-----------------|---------|
| Acres of disturbance*  | 0.4             | Line 1  |
| Enter review fee using table 1   | \$ 211          | Line 2  |
| <b>Step 2: Inspection Fee</b>  |                 |         |
| Length of project (whole years)  | 0.25            | Line 3  |
| <i>NOTE: Prorated fees (partial years) will be invoiced &amp; may delay your application.</i>  |                 |         |
| Enter inspection fee using table 1   | \$ 638          | Line 4  |
| Multiply line 3 and line 4   | \$ 159.50       | Line 5  |
| <b>Step 3: In-Stream or Stream-Side Work Fee (If not applicable, enter \$0 in line 7 and go to step 4)</b>   |                 |         |
| Length of Work (months – round up)   | 3               | Line 6  |
| Enter fee using table 2  | \$ 1000         | Line 7  |
| <b>Step 4: Linear Project** (If not applicable, enter \$0 in line 10 and go to step 5)</b>   |                 |         |
| Enter the number of impacted wetlands on line 8  | 1               | Line 8  |
| Wetland impact fee   | \$ 360          | Line 9  |
| Multiply line 8 and line 9   | \$ 360          | Line 10 |
| <b>Step 5: Total Fee</b>   |                 |         |
| Pre-construction notification fee for projects 1 acre+ (Refundable)  | \$ -500- (<1ac) | Line 11 |
| Sum Lines 2, 5, 7, 10 & 11   | \$ 1730.50      | Line 12 |
| <i>*For all projects above 500 acres in size or any other unique project as determined by the NCCSWCD Board of Directors, a modified fee schedule will be developed on an individual basis, based upon the size, scope, complexity, and duration of the project.</i> |                 |         |
| <i>**Linear projects refer to roadway or utility projects</i>  |                 |         |
| <i>Please remit this worksheet with your payment.</i>  |                 |         |

**Total Fee = Review Fee + Inspect fee + In-Stream Fee\* + Wetland Impact Fee\* + Pre-construction notice fee**

\*if applicable

# Site Plan Checklist

*The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:*

## **1. Existing site conditions and natural resources present, including:**

- \_\_\_\_\_ Site boundaries and adjacent lands which accurately identify site location.
- \_\_\_\_\_ Buildings, roads and utilities.
- \_\_\_\_\_ Topography, vegetation, drainage patterns, subwatershed delineation, critical erosion areas, and any subsurface drainage tiles.
- \_\_\_\_\_ Wetland and floodplain delineation. Please show the boundaries on the construction plans.
- \_\_\_\_\_ Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- \_\_\_\_\_ Vicinity map.
- \_\_\_\_\_ Show areas where trees and vegetation are to be preserved.
- \_\_\_\_\_ Map legend, including north arrow and scale on all materials submitted.

## **2. Final site conditions, including:**

- \_\_\_\_\_ An accurate depiction of post-construction appearance, e.g. utilities, roads, buildings, open space.
- \_\_\_\_\_ Locations, dimensions, cross sections and elevations of all (temporary and permanent) stormwater management facilities (including sediment basins), plus inlet and outlet locations.
- \_\_\_\_\_ Surface flow direction, including sheet flow and concentrated flow direction.
- \_\_\_\_\_ Post-construction topography, **final contours should be easily distinguished** (2 foot contour is preferred) including subwatershed delineations.

## **3. A complete soil erosion and sediment control plan, including:**

- \_\_\_\_\_ Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- \_\_\_\_\_ A schedule outlining the installation of the practices with the responsible parties identified.
- \_\_\_\_\_ Inspection, and maintenance schedules with responsible parties identified.
- \_\_\_\_\_ Seeding information: rates, species, dates, fertilization, temporary or permanent.
- \_\_\_\_\_ Location and dimension of all temporary soil and aggregate stockpiles.
- \_\_\_\_\_ Details and plan concerning construction site dewatering.

## **4. Locations, dimension & phase timeline of all land disturbing activities, including:**

- \_\_\_\_\_ Designate construction limits, areas that will be disturbed and areas of wetland fill.
- \_\_\_\_\_ Describe grading and building schedule and phasing timeline.
- \_\_\_\_\_ Create and Submit a construction sequence for any in-stream work and/or critical areas.

## Narrative Checklist

*The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:*

- \_\_\_\_\_ **Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.
- \_\_\_\_\_ **Existing site conditions**- A description of the existing topography, vegetation, drainageways, subsurface drain tile, buildings, roads and utilities.
- \_\_\_\_\_ **Adjacent areas** - A description of neighboring areas such as streams, lakes, residential areas, roads, etc. which might be affected by the land disturbance. Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.
- \_\_\_\_\_ **Off-site areas**- Will any other areas be disturbed? Describe any off-site land disturbing activities.
- \_\_\_\_\_ **Critical areas** - A description of areas on the site which have potentially serious problems, e.g. steep or long slopes, channels, intermittent streams, and side hill seeps.
- \_\_\_\_\_ **Soil erosion and sediment control measures**- A description of the methods which will be used to control erosion and sedimentation on the site. Control methods should meet the standards in section 4 of the Illinois Urban Manual.
- \_\_\_\_\_ **Construction Sequence**- A sequence of events for construction in and near creeks, streams, or other critical areas.
- \_\_\_\_\_ **Permanent stabilization**- A brief description including specifications of how the site will be stabilized after construction is completed.
- \_\_\_\_\_ **Calculations**- Detailed calculations for the design of temporary sediment basins, permanent stormwater detention basins, diversions, channels, etc.. Include pre and post development runoff.
- \_\_\_\_\_ **Detail drawings**- Include detail drawings from the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.
- \_\_\_\_\_ **Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.



Department of Transportation and Highways

**John Yonan, P.E.**

Superintendent

69 West Washington Street, 23<sup>rd</sup> Floor • Chicago, Illinois 60602-3007 • (312) 603-1601

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

EARLEAN COLLINS  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
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11th District

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LARRY SUFFERDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

ELIZABETH ANN DOODY GORMAN  
17th District

April 2, 2014

Village of Wheeling  
2 Community Blvd.  
Wheeling, IL 60090

Attn: Mr. Timothy W. Merrihew

RE: **Permit Number: 14-01-4436-C**  
County Highway: Hintz Rd.  
Section Number: A54-1717  
Location: Chaddick Dr.  
**PERMIT FOR WORK**

Please have the enclosed "**Permit for Work**" properly executed (Kindly Affix Corporate Seal, where necessary) by **PRINCIPAL/MUNICIPALITY**.

**IF APPLICABLE PERMIT MUST BE SIGNED BY THE MAYOR or VILLAGE PRESIDENT** and returned to this office within 30 days for further processing and issuance of the permit.

No construction permit shall be issued without receipt and approval of Bond & Insurance papers and permit for work fee if applicable.

Return permit applications to:

Cook County Department of Transportation & Highways  
69 West Washington - Permits (Room 2354)  
Chicago, Illinois 60602  
Attention: Mr. Michael D. Sterr, P.E.

If you have any questions, please feel free to contact my office, 312-603-1670.

Very truly yours,

Michael D. Sterr, P.E.  
Permit Engineer

For: John Yonan, P.E.  
Superintendent of Transportation and Highways  
Cook County, Illinois



|                  |                            |
|------------------|----------------------------|
|                  | <b>For Office Use Only</b> |
| Issue Date:      | _____                      |
| Permit Number:   | <u>14-01-4436-C</u>        |
| Expiration Date: | _____                      |
| Bond Number:     | _____                      |

## Cook County Department of Transportation and Highways Permit For Work

1. Permittee(s): VILLAGE OF WHEELING

2. Project Description: MUNICIPAL

3. Type of Permit:

- A. Construction Permit
- B. Individual Maintenance and Repair Permit
- C. Annual Maintenance and Repair Permit
- D. Tree Trimming Permit

4. Emergency Permit  (check only if emergency as described in the PWO, e.g. hazards in the public way)

5. Pavement Breaks yes no

6. Permission:

The Cook County Transportation and Highways Department hereby grants permission and authority to:

- install, construct, and operate the following described facilities; or
- maintain and repair the following described facilities; or
- trim trees in the following geographical area

in Cook County, Illinois; on County Highway known as HINTZ RD. State Aid Road No. A54 Section 1717 Township \_\_\_\_\_ Cross Road CHADDICK DR., subject to the general conditions and any special conditions attached to this permit, and subject to the Public Way Ordinance, as well as all laws defined therein and in conformance with all submittals made pursuant to the application process, as modified at the request of the Cook County Department of Transportation and Highways, per plans prepared by CIORBA GROUP, INC. TITLED "WEST JEFFERY AVE. OVER BUFFALO CREEK BRIDGE REPLACEMENT DETOUR PLAN" SECTION 11-0076-00-BR dated (REC) 01/29/2014 and final revision date of (REC) 03/20/2014, and as finally approved:

| Permitted Work   | Level # | Fee           |
|------------------|---------|---------------|
| DETOUR, SIGNAGE  | 3       | \$0.00        |
|                  |         |               |
|                  |         |               |
|                  |         |               |
|                  |         |               |
| <b>Total Fee</b> |         | <b>\$0.00</b> |

***This Permit will not be issued until receipt of all applicable fees is confirmed by the Cook County Department of Revenue***



| For Office Use Only |                     |
|---------------------|---------------------|
| Issue Date:         | _____               |
| Permit Number:      | <u>14-01-4436-C</u> |
| Expiration Date:    | _____               |
| Bond Number:        | _____               |

This permit includes and is subject to the "General Conditions for Permit for Work" attached hereto and incorporated into this Permit.

**NOTE:**

Hintz Road is under improvement (construction) for the current year 2014. The village contractor has to coordinate with CCDOTH's contractor. The placement of detour signs shall be coordinated with the construction stages of Hintz Road. Notify M. McMillan at (312) 603-1614 (Bureau of Construction) for detour route in operation.

**Other Rules/Special Conditions as Follows:**

1. THE DETOUR ROUTE SHALL BE CONSPICUOUSLY MARKED AND ALL SIGNING SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
2. NOTIFICATION HAS BEEN GIVEN TO ANY AND ALL MUNICIPALITIES INVOLVED IN THIS PERMIT. PERMITTEE MUST NOTIFY LOCAL **FIRE AND POLICE DEPARTMENTS**, AS WELL AS LOCAL **HOSPITALS** OF THIS DETOUR.
3. SIGNS ARE TO BE ERECTED, MAINTAINED AND REMOVED BY THE PERMITTEE.
4. ALL CLEANING OF PAVEMENT AND RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PERMITTEE.
5. NOTIFY MOTORISTS OF ROAD CLOSURE 10 DAYS IN ADVANCE.

*The general contractor, before starting the job, will deposit with the Cook County Transportation and Highways Department, Permit Office, insurance as required on Form "A".*

*Upon awarding a contract for the above mentioned installations, the applicant must direct its contractor to appear in the Cook County Transportation and Highways Department Permit Office, Room 2354 County Building, 69 W. Washington Street, Chicago, to deposit a Performance and Right Of Way Restoration Bond in the amount of **\$20,000.00**, with said Permit Office prior to the start of work within the County Right Of Way.*

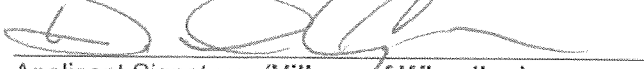
*The Permittee assumes all responsibility and acknowledges the County of Cook is free from any liabilities that may occur during or as a result of this installation.*





|                  |                            |
|------------------|----------------------------|
|                  | <b>For Office Use Only</b> |
| Issue Date:      | _____                      |
| Permit Number:   | <u>14-01-4436-C</u>        |
| Expiration Date: | _____                      |
| Bond Number:     | _____                      |

The work authorized by this Permit shall be completed by the expiration date as shown on page 1 or above; otherwise this Permit becomes null and void.

 4 - 7 - 14  
Applicant Signature (Village of Wheeling) Date  
Dean S. Argiris Village President  
Print Name Title

Fee received. Application approved and Permit granted this:

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ For  
Cook County Superintendent of Transportation and Highways

**A COPY OF THIS PERMIT MUST BE KEPT ON THE JOB SITE DURING CONSTRUCTION**

This Permit is not effective unless and until the Cook County Superintendent of Transportation and Highways has signed this Permit. If, per the Cook County Transportation and Highways Department, municipal acceptance is required, then this Permit is not effective unless and until the municipality has signed this Permit.

**COUNTY OF COOK**  
**TRANSPORTATION AND HIGHWAYS DEPARTMENT**  
**GENERAL CONDITIONS FOR PERMIT FOR WORK**

1. Capitalized terms used in this Permit and not otherwise defined herein shall have the meanings ascribed to them in the Public Way Regulatory Ordinance (the "Ordinance"), Chapter 66, Article III, and Sections 50 et seq. of the Cook County Code. Requirements set forth in these General Conditions are in addition to and not in limitation of the requirements of the Ordinance.
2. No lane closures or traffic detours relating to Permitted Work will be allowed between the hours of 6 a.m. to 9 a.m. and 3 p.m. to 6:30 p.m., (other than as allowed for emergency maintenance per the Ordinance). All traffic control devices must conform to the latest edition of the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways."
3. Permittee shall furnish all material to do all work required, and pay all costs which may be incurred in connection with such work, and shall prosecute the same diligently and without delay to completion. See Ordinance for additional requirements as to work in the Public Way.
4. Permittee shall perform all Permitted Work in accordance with the current Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation including the Supplemental Specifications thereto of the County of Cook, and as detailed in the Permit and the Ordinance, and all submittals made pursuant to the application process, as modified at the request of the Cook County Transportation and Highways Department and as finally approved by the Cook County Transportation and Highways Department.
5. Upon completion of the Permitted Work, Permittee shall, at its own cost, and in a timely manner, (but in no event more than 30 days unless another time frame is directed by the Cook County Transportation and Highways Department) restore the Public Way substantially to the same condition in which it was before the Permitted Work was commenced and shall remove all debris, rubbish, materials, apparatus, tools, and equipment, as well as all excess excavated materials, from the Public Way, all to the satisfaction of the Cook County Superintendent of Transportation and Highways.
6. Should future construction and operation of the highways by the County of Cook require alteration or relocation of the Permittee's Facilities, such change shall be made by the Permittee, its successor or assigns upon the written request of the Cook County Superintendent of Transportation and Highways without expense to said County or State. Requirements for any such requested alteration or relocation are further detailed in the Ordinance.
7. Permittee, its successor and assigns assume all risk and liability for accidents and damages that may accrue to persons and property, during the prosecution of the work or any time thereafter, by reason of the location, construction, installation, operation, maintenance, repair and work referred to herein, and Permittee, by acceptance of this Permit, agrees to indemnify and save harmless the County of Cook from any such claims for damages and from all costs and expenses incurred on account thereof and in connection therewith.
8. No changes, alterations, or revisions to the Permitted Work are allowed unless approved in writing by the Cook County Superintendent of Transportation and Highways or his designee. See Ordinance for detailed requirements and fees relating to permit modifications.
9. In accordance with Ordinances of the County, and agreement by the Permittee, the Permittee acknowledges and agrees that this Permit is null and void if the Permittee is delinquent in the payment of any tax or fee administered by the County of Cook.

10. The pavement, parkway, and all drainage systems shall be kept clean and free of debris at all times.
11. Unless particularly specified in the Permit, no equipment other than pneumatic-tired equipment used during the installation shall be permitted to stop or operate on the pavement nor shall any excavated materials be stored temporarily or otherwise on the County Highway pavement.
12. Access to driveways, houses, buildings or other property abutting the site of the Permitted Work shall not be blocked.
13. The Permittee shall conduct its operations in a manner so as to insure the minimum hindrance to traffic.
14. The use of flagmen and the number, type, color, size and placement of all traffic control devices shall conform to the latest edition of the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways."
15. All aerial lines crossings or parallel must have a minimum clearance of 18'3".
16. The grant of this Permit by the County of Cook and the performance by Permittee of work authorized by the Permit do not include authorization by the County under local, state, or federal law, including 55 ILCS 5/5-1095, or under 47 U.S.C. section 541 for the use of these facilities for video programming regardless of the delivery technology. Unless the Permittee holds a state-issued authorization by the Illinois Commerce Commission pursuant to P.A. 095-0009, the County reserves the right to require authorization pursuant to 55 ILCS 5/5-1095 in the form of a franchise as defined by 47 U.S.C. section 522(9) from the Permittee prior to Permittee providing video programming through any facilities authorized by this Permit, which franchise may include the imposition of franchise fees. Permittee shall provide the County with thirty (30) calendar days written notice of its intention to utilize any facilities authorized by this Permit to provide video programming within any unincorporated area of Cook County or within any incorporated area of the County where the Permittee is installing its plant and equipment in County rights-of-way in order to provide its video service. Upon written certification provided to the County by either the Permittee or the Illinois Commerce Commission that a state-issued authorization to provide video service has been granted to the Permittee, the limitations on the use of these facilities that exclude the provision of video service shall be released.
17. This Permit covers only the Permitted Work and does not release the Permittee from fulfilling the requirements of any other Laws relating to the Permitted Work. Fulfillment by Permittee of all requirements set forth in the Permit For Work Application and its instructions, including without limitation, insurance and bonding requirements ("Application Requirements") are a condition of this Permit. Issuance of this Permit, without the fulfillment of all Application Requirements by Permittee shall not act as a waiver of Permittee's obligation to comply with such Application Requirements, unless approval in writing of such change is given by the Cook County Superintendent of Transportation and Highways.
18. At least two (2) days advance notice prior to the start of work shall be given to the Cook County Transportation and Highways Department Permit Office, (312) 603-1670.
19. This Permit can be revoked pursuant to the terms of the Ordinance or at the discretion of the Cook County Superintendent of Transportation and Highways.
20. All trenches and openings made in the Public Way shall be backfilled with sand or limestone screening adequately compacted in accordance with Method 1 specified in Article 550.07 of the State Standard Specifications.

**ADDITIONAL GENERAL CONDITIONS THAT PERTAIN TO CONSTRUCTION PERMITS**

*Construction Permit GC's  
August 8, 2007*

21. All pavement openings and curb cuts shall be saw cut full depth.
22. All pavement openings shall be immediately surfaced with a temporary bituminous patch at least three inches in thickness. This patch then must be inspected daily and additional bituminous patch material must be placed, daily if necessary, to maintain the patched area at the same elevation as the adjacent undisturbed pavement for a period of not less than 30 days. After 30 days, permanent replacement in kind shall be made to the base course and pavement surface.
23. All auger pits shall be a minimum of 10 feet from the edge of pavement or back of curb, and wood or steel sheeting shall be used, and auger pits left open overnight shall be protected with concrete barrier walls.
24. All casings shall be pressure grouted both inside and outside of the casing.
25. That a minimum depth of 42 inches will be maintained from the ground surface to the top of the conduit, cable, or pipe and a minimum depth of 36 inches from the true flow line of the drainage ditch to the top of the conduit, cable or pipe.
26. That all excavation work within three (3) feet of the pavement edge will be done manually.
27. If Permittee discovers during the progress of the Permitted Work that subterranean conditions prohibit the construction of said improvement in and along the alignment as outlined in the plans, it is expressly understood that all Permitted Work shall cease until a proposed revised alignment has been approved by the Cook County Transportation and Highways Department and the Permit has been modified.
28. Without further action, the Cook County Transportation and Highways Department reserves the right to make connections to the proposed storm sewer for the purpose of draining the highway.
29. The Permittee shall be responsible for providing positive drainage.
30. In the removal of sidewalks, curb, gutter or pavement, the use of any type of concrete breaker that will damage the underground structures will not be permitted.
31. Permittee shall provide and maintain at its own expense, such temporary roads and approaches, as may be necessary to provide access to driveways, houses, buildings or other property abutting the site of the Permitted Work.
32. For driveway installations, the Permittee shall remove earth to its full depth, starting at the edge of the pavement, for the full dimensions of the proposed driveway, and replace with materials to be used in the construction of the driveway.
33. When existing traffic control signs such as stop signs, stop ahead signs, and crossroad signs are removed in the progress of the Permitted Work, said signs shall be immediately reset as close as possible to their original location. After the construction of the Facility or the completion of the Permitted Work has been approved, said traffic control signs shall be restored to their original position and condition or as directed by the Cook County Transportation and Highways Department Permit Engineer.
34. The Permittee shall conduct its operations in a manner so as to insure the minimum hindrance to traffic, using the pavement and at no time shall its operations obstruct more than one half (1/2) of the available pavement width.
35. This Permit is issued with the express understanding that the Permittee has obtained the proper authority for the said installation from the "Illinois Environmental Protection Agency Division of Public Water Supplies.

# **STRUCTURAL GEOTECHNICAL REPORT**

**Jeffery Avenue Bridge over  
Buffalo Creek  
Existing Structure # 016-8211  
Wheeling, Illinois**

Prepared for

---

**Ciorba Group, Inc.**

5507 North Cumberland Avenue

Chicago, IL 60656



office: 1-847-870-0544  
fax: 1-847-870-0661  
[www.soilandmaterialconsultants.com](http://www.soilandmaterialconsultants.com)  
[us@soilandmaterialconsultants.com](mailto:us@soilandmaterialconsultants.com)

February 14, 2014  
File No. 21357  
Revised

Mr. Joseph J. Hosanna, S.E.  
Ciorba Goup, Inc.  
5507 North Cumberland Avenue, Suite 402  
Chicago, IL 60656

Re: Geotechnical Investigation  
Jeffery Avenue Bridge over Buffalo Creek  
Existing Structure # 016-8211  
Wheeling, Illinois

Dear Mr. Hosanna:

The following is our revised report of findings for the geotechnical investigation completed for Baxter & Woodman, Inc. for the proposed replacement of the Jeffrey Avenue Bridge over Buffalo Creek located in Wheeling, Illinois. The original report was issued on June 22, 2012. The revised report was prepared to address the request for additional information regarding caisson foundations. The project is located within the northeast quarter of section 11, one block west of Wolf Road.

The investigation was requested to determine current subsurface soil and water conditions at select boring locations. The findings of the field investigation and the results of laboratory testing are intended to assist in the planning, design and construction of proposed site improvements.

#### JEFFERY AVENUE BRIDGE

The existing structure is a single-span reinforced concrete slab supported by closed concrete abutments, founded on spread footings. The bridge is to be removed and replaced with a single-span reinforced concrete slab structure, supported on either pile bent piers and abutments or spread footings.

#### SCOPE OF THE INVESTIGATION

The field investigation included obtaining 4 borings at the locations requested and as indicated on the enclosed sketch. The boring locations were established using field taping methods. Surface elevations were provided by Baxter & Woodman, Inc.

The 2 abutment structure borings were auger drilled to depths of 75.0 feet below existing surface elevations. Soil samples were obtained using a split barrel sampler advanced utilizing an automatic SPT hammer. The 2 pavement area borings were drilled and sampled in a similar manner to depths of 10.0 feet.

8 WEST COLLEGE DRIVE - ARLINGTON HEIGHTS, IL 60004

SOIL BORINGS · SITE INVESTIGATIONS · PAVEMENT INVESTIGATIONS · GEOTECHNICAL ENGINEERING  
TESTING OF - SOIL - ASPHALT - CONCRETE - MORTAR - STEEL

Soil profiles were determined in the field and soil samples returned to our laboratory for additional testing including determination of moisture content. Cohesive soils obtained by split barrel sampling were tested further to determine dry unit weight and unconfined compressive strength. Additional laboratory testing included Atterberg Limits and hydrometer analysis. The pavement materials were cored at 6 locations to determine the material types and thicknesses. The results of our field determinations and laboratory testing are included in summary with this report.

#### SITE GEOLOGY/USDA SOIL TYPING

Enclosed is a map indicating the pedological characteristics of the site as determined by the USDA Soil Conservation Service. The soils indicated are a generalization of soil types and conditions anticipated to exist at or near existing surface elevations. Typically, these maps were developed without benefit of a direct on-site soil investigation. The soil typing map is presented for general information only.

| <u>Symbol</u> | <u>Soil Types</u>                    |
|---------------|--------------------------------------|
| 926B          | Drummer-Barrington-Mundelein Complex |

This series consists of deep, poorly to well drained moderately permeable soils.

#### CLIMATIC CONDITIONS

Climatic conditions for the period prior to obtaining site soil borings include the following information recorded at O'Hare International Airport in Chicago, Illinois:

| <u>Month</u> | <u>Total Precipitation</u> | <u>Departure From Normal</u> | <u>Average Temperature</u> | <u>Departure From Normal</u> |
|--------------|----------------------------|------------------------------|----------------------------|------------------------------|
| Feb 2012     | 1.64 in.                   | -0.15 in.                    | 32.9° F.                   | 5.2° F.                      |
| Jan 2012     | 1.86 in.                   | 0.13 in.                     | 30.2° F.                   | 6.4° F.                      |
| Dec 2011     | 2.65 in.                   | 0.40 in.                     | 35.2° F.                   | 7.5° F.                      |
| Nov 2011     | 3.44 in.                   | 0.29 in.                     | 44.9° F.                   | 4.6° F.                      |

The above information has been considered in our analysis of the site soil conditions.

#### RESULTS OF THE INVESTIGATION

Enclosed are boring logs indicating the soil conditions encountered at each location. Borings 1 and 2 were performed in the area of the new abutments. Fill soil conditions were encountered underlying the pavement materials at each of these boring locations. The composition of the fill includes the presence of a crushed limestone and crushed asphalt mixture. The limits of fill placement were not determined within the scope of this investigation.

The underlying natural soils include the presence of both cohesive and non-cohesive soils. The cohesive soils are classified as tough to hard clay/silt mixtures with lesser portions of sand and gravel. The non-cohesive soils include loose to very dense sand, silt/clay, silt/sand and

sand/gravel mixtures. The non-cohesive granular soils are often in a damp to very damp to saturated condition. Cobbles and boulders may be present within the site soils at any elevation, although none were encountered while drilling.

The following table summarizes depth ranges below existing grade, the magnitude of soil strength within these ranges and other information:

| <u>Boring</u> | <u>Surface Elevation (feet)</u> | <u>Depth Range Below Existing Surface (feet)</u> | <u>Soil Strength (lbs./sq.ft.)</u> | <u>Recorded Water Levels, W.D./A.D. (feet)</u> |
|---------------|---------------------------------|--|------------------------------------|--|
| 1             | 640.9                           | 1.0 to 3.5                                       | *3,000                             | 6.5/31.0                                       |
|               |                                 | 3.5 to 14.5                                      | 3,000                              |  |
|               |                                 | 14.5 to 18.5                                     | 4,000                              |  |
|               |                                 | 18.5 to 21.5                                     | 7,000                              |  |
|               |                                 | 21.5 to 31.5                                     | 10,000                             |  |
|               |                                 | 31.5 to 52.5                                     | 8,000                              |  |
|               |                                 | 52.5 to 58.0                                     | 9,000                              |  |
|               |                                 | 58.0 to 72.0                                     | 6,000                              |  |
| 2             | 641.1                           | 1.0 to 3.5                                       | *3,000                             | 15.0/35.0                                      |
|               |                                 | 3.5 to 7.0                                       | 3,000                              |  |
|               |                                 | 7.0 to 19.0                                      | 4,000                              |  |
|               |                                 | 19.0 to 23.5                                     | 7,000                              |  |
|               |                                 | 23.5 to 33.0                                     | 8,000                              |  |
|               |                                 | 33.0 to 52.5                                     | 4,000                              |  |
|               |                                 | 52.5 to 60.0                                     | 8,000                              |  |
|               |                                 | 60.0 to 72.0                                     | 5,000                              |  |

\*Not recommended for support of foundations.

It is expected that foundations can be supported on undisturbed natural soils located at any elevation within the depth ranges indicated in the above table, except as noted. Within the noted depth ranges the soils are not considered able to support foundations, even at reduced design bearing values, due to long-term settlement considerations.

SUBSURFACE WATER

The boring logs and the above table indicate the depth at which subsurface water was encountered in the bore holes at the time of the drilling operations and during the period of these readings. It is expected that fluctuations from the water levels recorded will occur over a period of time due to variations in rainfall, temperature, subsurface soil conditions, soil permeability and other factors not evident at the time of the water level measurements.

Fill soils, cohesive soils, non-cohesive soils and others can be unstable when saturated. These soils tend to cave or run when submerged or disturbed. The stability of exposed embankments is minimal to non-existent as confining soil pressures are removed. Proper drainage within



excavations is necessary at all times, particularly when excavations extend below anticipated water levels and below saturated soils.

The contractor should be made responsible for designing and constructing stable temporary excavations. Also, the contractor should shore, slope, bench or restrain the sides of the excavations as required to maintain stability of both the excavation sides and bottom. In no case, should the slope, slope heights, or excavation depth exceed those in local, state, and federal safety regulations.

### FOUNDATIONS

The designer is now considering a caisson foundation system for support of the foundation elements. The caisson foundation system, designed by a licensed structural engineer, can be utilized to transmit loads through lower strength soil conditions and into the higher strength soil conditions present at the deeper elevations. Caissons designed for end bearing should extend about 3.0 feet or deeper into cohesive soils and should bottom in soils possessing the design bearing strength. The bottom of the shafts can be belled to increase the load carrying capacity of each caisson. This will require extending the drilled shaft further into the cohesive soils as needed to assure non-caving soil conditions in the sidewall of the bell.

Temporary or permanent casing extending above the ground surface is needed to prevent caving of the soil around the top of the drilled shaft. Further, temporary or permanent casing will be needed when drilling through caving soils. The casing will also reduce the volume of water seeping into the drilled shaft. An allowable bearing value of 7,000 lbs./sq.ft. is available for caisson design between an elevation of 622.0 feet and 608.0 feet.

Based on the results of this investigation it is our opinion that continuous and isolated footing foundations may be considered for support of the new structure below approximate elevation 637 feet. These foundations can be supported on undisturbed natural soils located below all debris, fill soils, low strength soils and other unsuitable conditions which may be encountered. Soil strength values and the depths at which they are expected to be encountered at these boring locations are indicated in the above table. An allowable bearing value of 3,000 lbs./sq.ft. is available for foundation design. Increased bearing values may be available at some locations and elevations. The feasibility of using a higher value is best determined after our review of proposed foundation details and elevations.

Foundations should extend at least 60.0 inches below exposed surface elevations to provide adequate protection against uplift due to freezing of the supporting soils. Weak soil conditions may be discovered locally at design foundation elevations and may require extending the foundation to a deeper elevation. The hydraulic engineer should verify that the foundations extend below estimated scour elevations.

If it is determined that a typical footing foundation is not adequate, a pile foundation system can be considered for support of the new bridge. The design engineer can consider using 12 inch or 14 inch metal shell piles, or steel H-piles for support of the new structure. The following are our estimated pile lengths based upon the Modified IDOT Static Method of Estimating Pile Length using a geotechnical resistance factor ( $\Phi_G$ ) of 0.55, modified August, 2011.

Table of Estimated Lengths for Metal Shell 12" with .250" walls

| <u>Location</u>     | <u>R<sub>n</sub> (kips) <sup>(1)</sup></u> | <u>R<sub>r</sub> (kips) <sup>(2)</sup></u> | <u>Length (ft.) <sup>(3)</sup></u> |
|---------------------|--|--|------------------------------------|
| West Abutment (B-1) | 218  | 120  | 27                                 |
|                     | 255  | 140  | 36                                 |
|                     | 291  | 160  | 38                                 |
| East Abutment (B-2) | 218  | 120  | 31                                 |
|                     | 255  | 140  | 36                                 |
|                     | 291  | 160  | 42                                 |

Table of Estimated Lengths for Metal Shell 14" with .250" walls

| <u>Location</u>     | <u>R<sub>n</sub> (kips) (1)</u> | <u>R<sub>r</sub> (kips) (2)</u> | <u>Length (ft.) (3)</u> |
|---------------------|---------------------------------|---------------------------------|-------------------------|
| West Abutment (B-1) | 218                             | 120                             | 25                      |
|                     | 255                             | 140                             | 27                      |
|                     | 291                             | 160                             | 33                      |
|                     | 328                             | 180                             | 36                      |
|                     | 364                             | 200                             | 41                      |
| East Abutment (B-2) | 218                             | 120                             | 26                      |
|                     | 255                             | 140                             | 31                      |
|                     | 291                             | 160                             | 36                      |
|                     | 328                             | 180                             | 41                      |
|                     | 364                             | 200                             | 45                      |

Table of Estimated Lengths for Metal Shell 14" with .312" walls

| <u>Location</u>     | <u>R<sub>n</sub> (kips) <sup>(1)</sup></u> | <u>R<sub>r</sub> (kips) <sup>(2)</sup></u> | <u>Length (ft.) <sup>(3)</sup></u> |
|---------------------|--|--|------------------------------------|
| West Abutment (B-1) | 328  | 180  | 36                                 |
|                     | 364  | 200  | 41                                 |
|                     | 400  | 220  | 45                                 |
| East Abutment (B-2) | 328  | 180  | 41                                 |
|                     | 364  | 200  | 46                                 |
|                     | 400  | 220  | 47                                 |

Table of Estimated Lengths for Steel HP 12 X 53

| <u>Location</u>     | <u>R<sub>n</sub> (kips) <sup>(1)</sup></u> | <u>R<sub>f</sub> (kips) <sup>(2)</sup></u> | <u>Length (ft.) <sup>(3)</sup></u> |
|---------------------|--|--|------------------------------------|
| West Abutment (B-1) | 255  | 140  | 45                                 |
|                     | 291  | 160  | 56                                 |
|                     | 328  | 180  | 60                                 |
| East Abutment (B-2) | 255  | 140  | 58                                 |
|                     | 291  | 160  | 69                                 |
|                     | 364  | 180  | 70                                 |

<sup>(1)</sup> R<sub>n</sub>: Nominal Required Bearing

<sup>(2)</sup> R<sub>f</sub>: Factored Resistance Available

<sup>(3)</sup> Pile Lengths were estimated using a ground surface against driving elevation of 630.0 feet with a pile cutoff elevation of 637.2.

Downdrag, liquefaction and scour are not expected to affect the design of the new bridge foundations.

We recommend that one test pile be performed at each substructure location. The piles should be driven until the required driving resistance is developed as determined using the appropriate pile driving formula. The test piles should be driven to not less than 110% of the Nominal Required Bearing. We would also recommend that the WSDOT formula be used in the field as the construction verification. The designer should also consider the use of metal shell pile shoes as the piles may encounter cobbles, boulders and thin dense layers of material during driving.

The bridge is located in Seismic Performance Zone (SPZ) 1. Based on the soil conditions encountered and using the LRFD Seismic Soil Site Class Definition, Site Class D is applicable to the entire bridge. The design spectral acceleration at 1.0 sec (S<sub>D1</sub>) = 0.091g and the design spectral acceleration at 0.2 sec (S<sub>Ds</sub>) = 0.173g.

DRAINAGE OF WING WALLS AND ABUTMENTS

Drainage should be provided behind the new wing walls. We recommend that the open excavation behind wing walls be backfilled with open graded, free-draining materials such as CA05 or CA07. These materials have unit weights of 100 lbs/ft<sup>3</sup> with an internal friction angle (Φ) of 32°. For yielding walls, a lateral active earth pressure of 45 psf per foot of depth can be used for design for granular backfill above the water table. For non-yielding walls, with drained granular backfill, a lateral at-rest pressure of 60 psf can be used.

EXISTING PAVEMENT SECTION

Four cores were performed in the concrete pavement approximately 10 feet and 45 feet east and west of the existing abutments. The existing pavement section includes 6.0 inches to 7.0 inches of portland cement concrete over 7.0 inches to 18.0 inches of sand and gravel base.

The total pavement section ranges in thickness from 14.0 inches to 24.0 inches at these locations.

Two cores were also performed on the bituminous concrete pavement east and west of the bridge deck. The existing pavement section includes 1.5 inches to 2.0 inches of bituminous concrete surface over a reflective crack control fabric over 2.0 inches to 4.5 inches of bituminous concrete surface over 7.0 inches to 8.0 inches of a granular base. The total pavement section ranges in thickness from 12.0 inches to 13.0 inches at these locations.

### APPROACH PAVEMENT

Subgrade preparation will be needed for the new approach pavement section and associated sidewalks. This should include the removal of any unsuitable surface conditions including the existing pavement materials, vegetation, high organic content topsoil, debris and other deleterious conditions which may be encountered. The unsuitable soil should be removed to a distance of at least 1.0 foot behind the edge of the improvement. Additional overdigging equal to the depth of fill required below the edge of the improvements should be considered. The soils in cut areas should be excavated to establish design subgrade elevations. After removal has been completed the exposed subgrade soils should be proof-rolled and the soils compacted to a minimum of 95% compaction based on the standard proctor, AASHTO T-99 or ASTM D-698, within 1.0 foot of the surface.

Remedial treatment quantities may be needed in the areas of proposed widening and sidewalk. Based on exposed subgrade soil conditions, 1.0 foot of PGES and Geotechnical Fabric for Ground Stabilization may be needed for these areas. A period of dry weather prior to the beginning of the earthwork may result in improved soil moisture content conditions near the surface and decreased subgrade soil preparation costs. A period of wet weather may create the need for increased discing and drying efforts.

Areas where fill is required to establish the design subgrade elevation should be prepared as indicated above. Properly prepared areas can then be filled using the suitable onsite soils. The fill soil should be placed in lifts not to exceed 8.0 inches when uncompacted. Each lift should exceed the minimum compaction requirement prior to placement of the next lift. The compaction requirements also apply to backfill placement around the new structures and within trench excavations located beneath pavement areas. For further reference, IDOT specifications for subgrade preparation are given in Section 301 of the Standard Specifications.

If the Mechanistic Pavement Design method is used for the design of the improvements, we would recommend a Subgrade Support Rating (SSR) of FAIR be used. An estimated IBR value of 2 was determined from Table 4-1 of the Illinois Department of Transportation Geotechnical Manual based on the Clay (A-7-6(24)) soils located beneath the pavement at boring R-1. This value can be used when the subgrade is prepared according to the above recommendations.

### SETTLEMENT

The existing soils are expected to undergo some small degree of long-term settlement as the soils consolidate under loading. We estimate settlements of less than 0.25 inches, in addition to the elastic compression of the pile itself. Minimal settlement is expected for any new

embankments constructed near the abutments provided they are constructed in accordance with the IDOT Standard Specifications.

CONCLUSION

The information within this report is intended to provide initial information concerning subsurface soil and water conditions on the site. Variations in subsurface conditions are expected to be present between boring locations due to naturally changing and filled soil conditions. Our understanding of the proposed improvements is based on information available to us at the writing of this report.

If you have any questions concerning the findings or recommendations presented in this report, please let us know.

Very truly yours,

SOIL AND MATERIAL CONSULTANTS, INC.

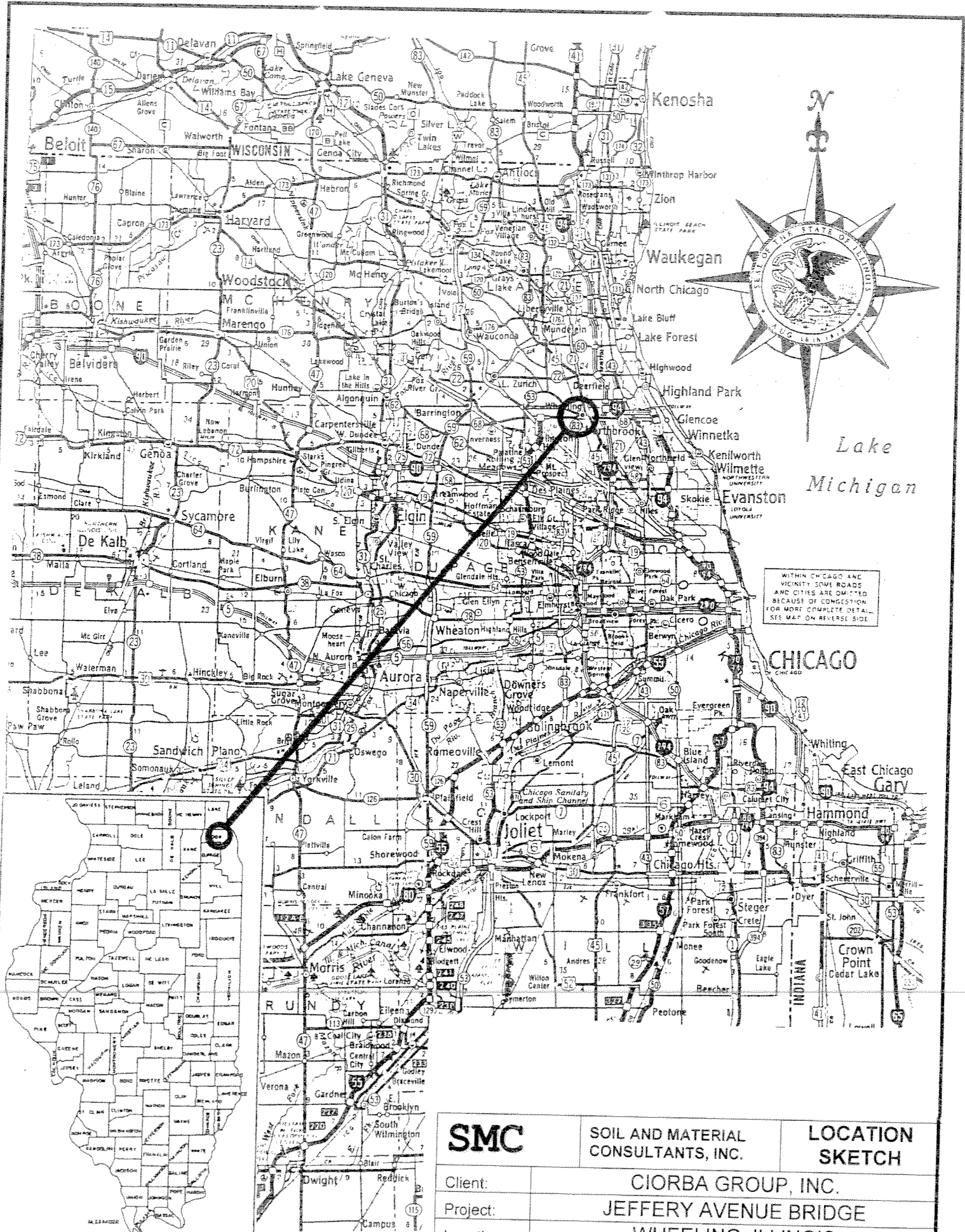


Joseph A. Klawitter, P.E.  
Project Engineer



Thomas P. Johnson, P.E.  
President

JAK/TPJ:jk  
Enc.

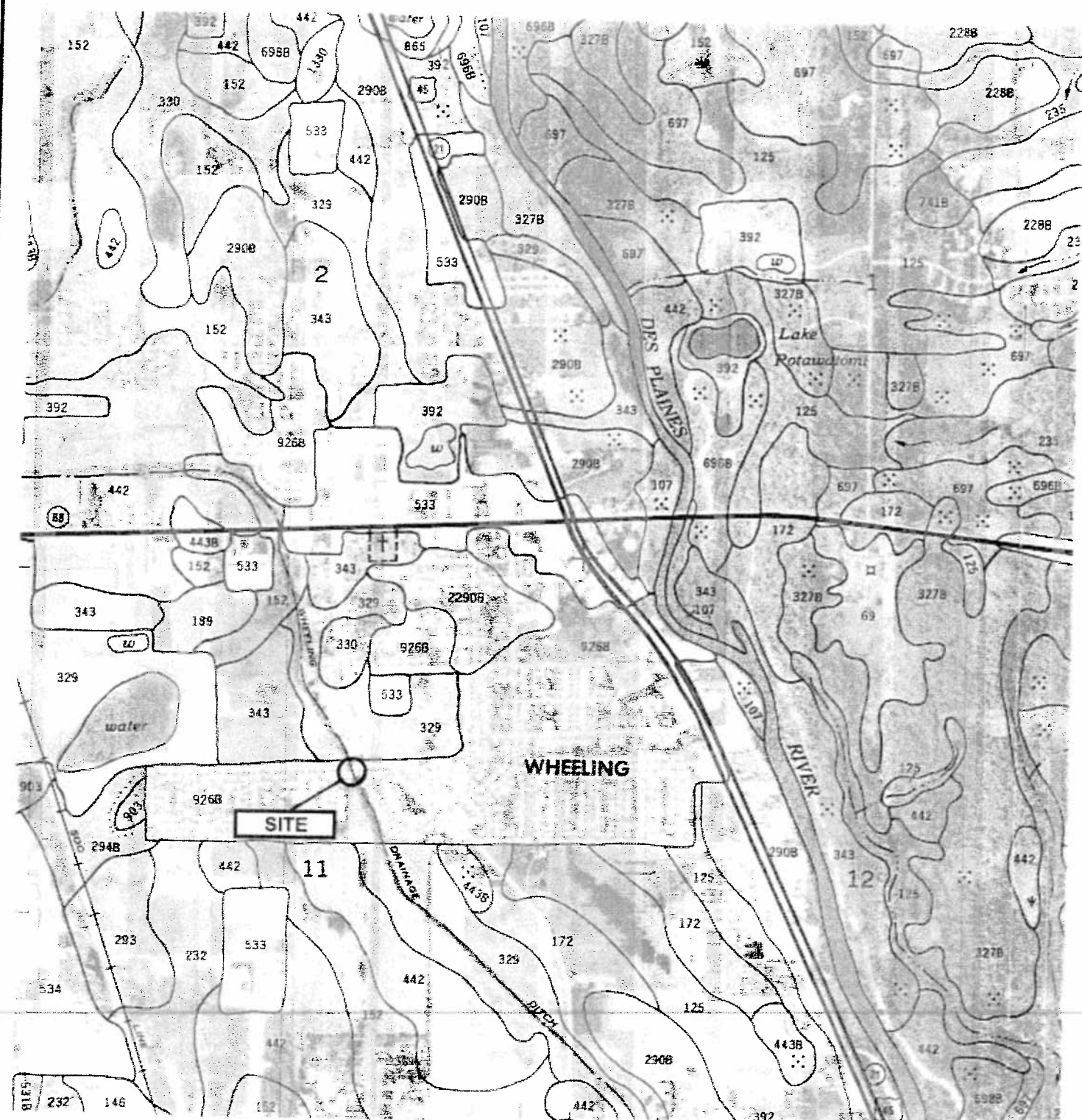


WITHIN CHICAGO AND VICINITY SOME ROADS AND CITIES ARE OMITTED BECAUSE OF CONGESTION FOR MORE COMPLETE DETAILS SEE MAP ON REVERSE SIDE

LOCATION OF SECTION INDICATED THUS: ○

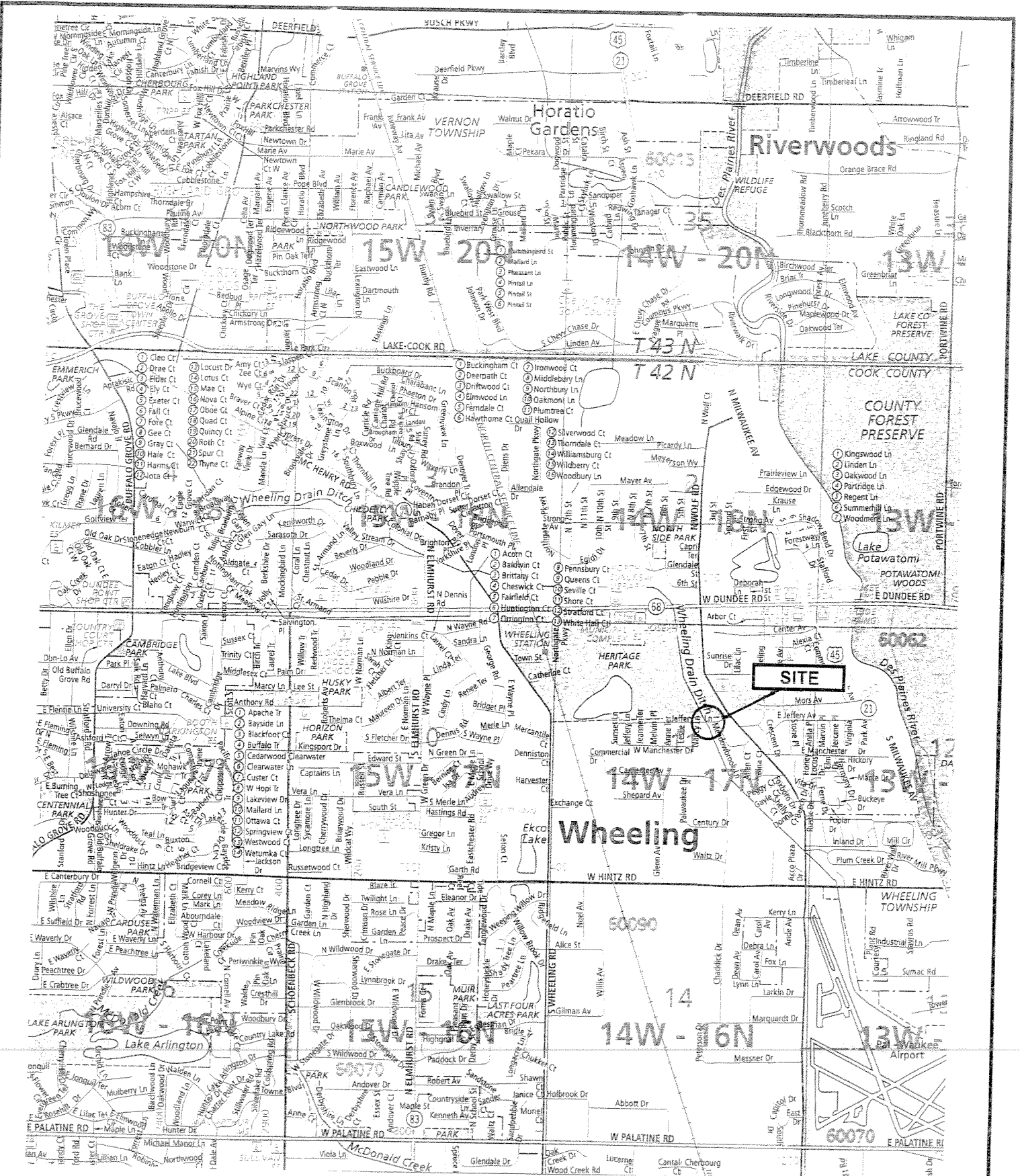
SKETCH 1 of 4

|            |                       |                                     |                 |
|------------|-----------------------|-------------------------------------|-----------------|
| <b>SMC</b> |                       | SOIL AND MATERIAL CONSULTANTS, INC. | LOCATION SKETCH |
| Client:    | CIORBA GROUP, INC.    |                                     |                 |
| Project:   | JEFFERY AVENUE BRIDGE |                                     |                 |
| Location:  | WHEELING, ILLINOIS    |                                     |                 |
| File No.   | 21357                 | Date:                               | 02-27-12        |
|            |                       | Scale:                              | NONE            |



SKETCH 2 of 4

|            |                       |                                     |                        |
|------------|-----------------------|-------------------------------------|------------------------|
| <b>SMC</b> |                       | SOIL AND MATERIAL CONSULTANTS, INC. | <b>LOCATION SKETCH</b> |
| Client:    | CIORBA GROUP, INC.    |                                     |                        |
| Project:   | JEFFERY AVENUE BRIDGE |                                     |                        |
| Location:  | WHEELING, ILLINOIS    |                                     |                        |
| File No.   | 21357                 | Date:                               | 02-27-12               |
|            |                       | Scale:                              | NONE                   |



SKETCH 3 of 4

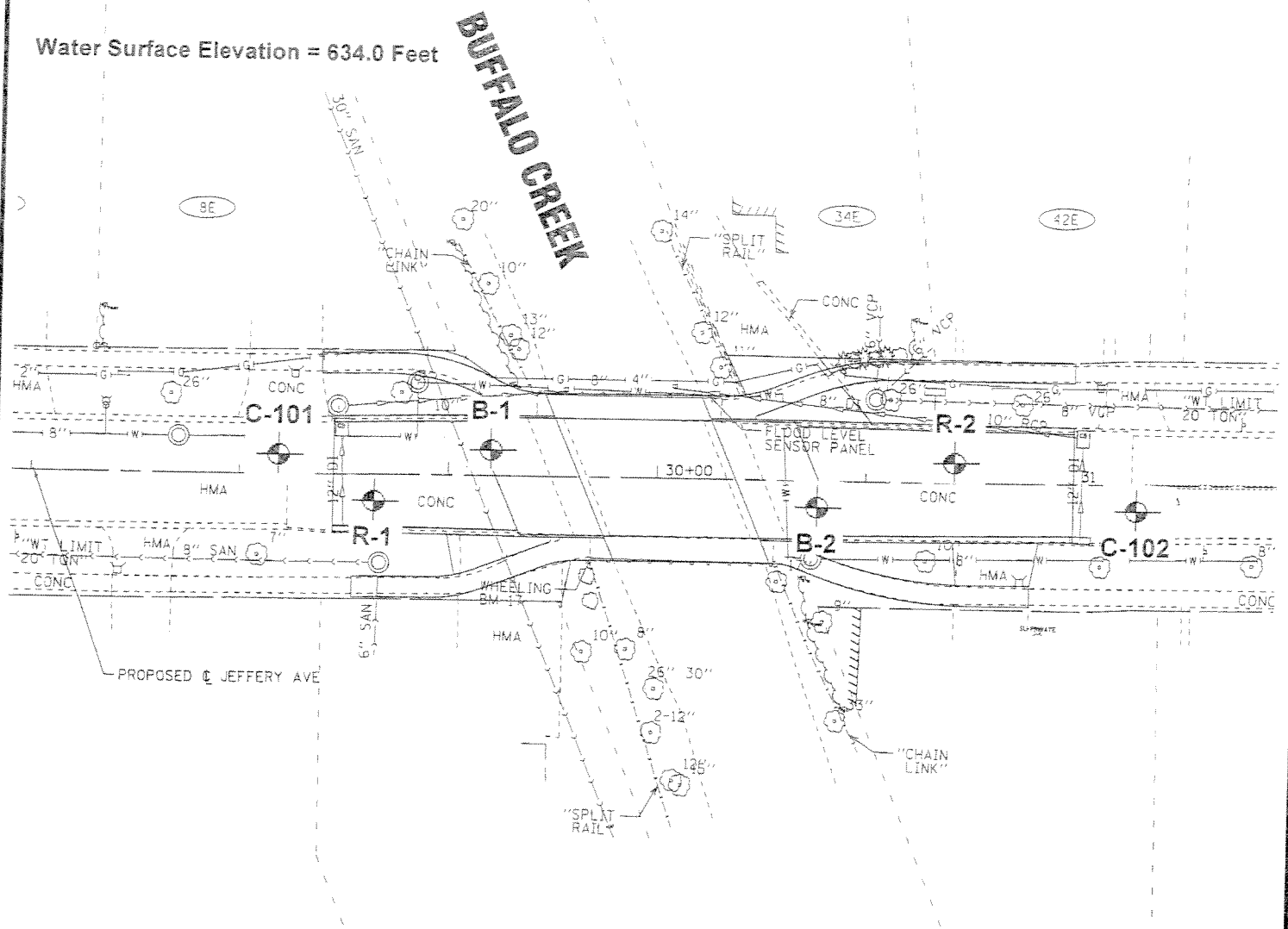


|            |       |  |          |                        |      |
|------------|-------|--|----------|------------------------|------|
| <b>SMC</b> |       | <b>SOIL AND MATERIAL CONSULTANTS, INC.</b> |          | <b>LOCATION SKETCH</b> |      |
| Client:    |       | CIORBA GROUP, INC.                         |          |                        |      |
| Project:   |       | JEFFERY AVENUE BRIDGE                      |          |                        |      |
| Location:  |       | WHEELING, ILLINOIS                         |          |                        |      |
| File No.   | 21357 | Date:                                      | 02-27-12 | Scale:                 | NONE |



# JEFFERY AVENUE

Water Surface Elevation = 634.0 Feet



SKETCH 4 of 4



|                |                                     |                        |
|----------------|-------------------------------------|------------------------|
| <b>SMC</b>     | SOIL AND MATERIAL CONSULTANTS, INC. | <b>LOCATION SKETCH</b> |
| Client:        | CIORBA GROUP, INC.                  |                        |
| Project:       | JEFFERY AVENUE BRIDGE               |                        |
| Location:      | WHEELING, ILLINOIS                  |                        |
| File No. 21357 | Date: 02-27-12                      | Scale: NONE            |



File No. 21357

**BORING LOG** B-1

Client Ciorba Group, Inc. Sheet 1 of 4

Project Jeffery Avenue Bridge Date 2/27/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

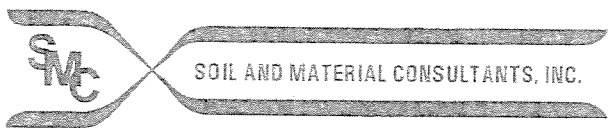
Comments Sta. 29+60, 6' N. of CL

S.N. 016-8211

| Elev., ft. | Description  | Depth, ft. | O  | S  | T   | R   | B  | N  | Pen. | W    | Uw    | Qu  |
|------------|--|------------|----|----|-----|-----|----|----|------|------|-------|-----|
|            | Concrete - 6.25"   |            |    |    |     |     |    |    |      |      |       |     |
| 639.4'     | Brown sand & gravel, damp  |            |    |    |     |     | 8  |    |      |      |       |     |
|            |  |            |    |    |     |     | 10 |    |      |      |       |     |
| 637.9'     | Limestone, some crushed asphalt, damp, medium dense - Fill                                 |            | 1  | SS | 14" | 7   | 17 |    |      | 5.4  |       |     |
| 636.9'     | Brown-gray clay & silt, trace sand & gravel, damp, tough                                   |            | 2  |    |     |     | 5  |    | 1.5  | 9.4  |       |     |
|            |  |            |    |    |     |     | 6  |    |      |      |       |     |
|            | Gray fine-medium sand, trace coarse sand, gravel & silt, damp-saturated, medium dense      |            | 5  | 3  | SS  | 18" | 6  | 12 |      | 16.6 |       |     |
| 633.9'     |  |            |    |    |     |     | 4  |    |      |      |       |     |
|            |  |            |    |    |     |     | 5  |    |      | 11.7 |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, hard                                      |            | 5  | SS | 18" | 5   | 10 |    | 3.5  | 20.9 | 110.2 | 5.1 |
| 632.4'     |  |            |    |    |     |     | 5  |    |      |      |       |     |
|            | Gray silt, some clay, trace fine sand, damp, medium dense                                  |            | 10 | 6  | SS  | 18" | 5  | 10 |      | 20.3 |       |     |
| 629.9'     |  |            |    |    |     |     | 8  |    |      |      |       |     |
|            | Gray fine-medium sand, some coarse sand & gravel, trace silt, damp-very damp, medium dense |            | 7  | SS | 18" | 8   | 16 |    |      | 16.5 |       |     |
| 626.9'     |  |            |    |    |     |     | 3  |    |      |      |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, very tough to tough                       |            | 15 | 8  | SS  | 18" | 6  | 10 | 2.5  | 14.5 | 124.5 | 2.5 |
|            |  |            |    |    |     |     | 3  |    |      |      |       |     |
|            |  |            |    |    |     |     | 5  |    |      |      |       |     |
| 622.9'     |  |            | 9  | SS | 18" | 8   | 13 |    | 2.0  | 14.6 | 124.8 | 1.4 |
|            | Gray silt, some clay, trace sand & gravel, damp, dense                                     |            |    |    |     |     | 16 |    |      |      |       |     |
| 620.9'     |  |            | 20 | 10 | SS  | 15" | 21 | 40 |      | 10.9 |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 6.5  
 - after drilling: 31.0  
 - hrs. after drilling: \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/6" interval. W - water content, %.  
 N - SPT, blows/foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/sq. ft. Uw - dry unit weight of soil, lbs./cu.ft.  
 Qu - unconfined compressive strength, tons./sq. ft..



File No. 21357

**BORING LOG** B-1

Client Ciorba Group, Inc. Sheet 2 of 4

Project Jeffery Avenue Bridge Date 2/27/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

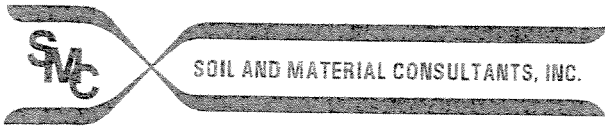
Comments \_\_\_\_\_

| Elev., ft. | Description   | Depth, ft. | 20 | S  | T   | R   | B  | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|-----|-----|----|----|------|------|-------|-----|
| 619.9'     | Gray silt, some clay, trace sand & gravel, damp, dense              |            |    |    |     |     | 12 |    |      |      |       |     |
|            |   |            |    |    |     |     | 18 |    |      |      |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, very hard to hard  |            | 11 | SS | 18" | 20  |    | 38 | 4.5+ | 14.6 | 122.4 | 8.0 |
|            |   |            |    |    |     |     | 7  |    |      |      |       |     |
|            |   |            |    |    |     |     | 9  |    |      |      |       |     |
|            |   | 25         | 12 | SS | 18" | 12  |    | 21 | 4.5+ | 18.2 | 119.8 | 6.8 |
|            |   |            |    |    |     |     | 6  |    |      |      |       |     |
|            |   |            |    |    |     |     | 10 |    |      |      |       |     |
|            |   |            | 13 | SS | 18" | 13  |    | 23 | 4.5+ | 16.8 | 117.0 | 6.0 |
|            |   |            |    |    |     |     | 4  |    |      |      |       |     |
|            |   |            |    |    |     |     | 7  |    |      |      |       |     |
|            |   | 30         | 14 | SS | 18" | 11  |    | 18 | 4.5+ | 16.8 | 117.7 | 6.0 |
|            |   |            |    |    |     |     |    |    |      |      |       |     |
| 607.4'     |   |            |    |    |     |     | 5  |    |      |      |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, very tough to hard |            | 35 | 15 | SS  | 18" | 9  | 17 | 4.5+ | 22.4 | 108.3 | 2.8 |
|            |   |            |    |    |     |     | 8  |    |      |      |       |     |
|            |   |            |    |    |     |     | 10 |    |      |      |       |     |
|            |   |            |    |    |     |     | 13 |    |      |      |       |     |
| 600.9'     |   | 40         | 16 | SS | 18" | 14  |    | 27 | 4.5+ | 20.3 | 113.4 | 4.1 |

Water Level — depth, ft. elev., ft.  
 - while drilling: 6.5 \_\_\_\_\_  
 - after drilling: 31.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft. Uw - dry unit weight of soil, lbs./ cu.ft.  
 Qu - unconfined compressive strength, tons./ sq. ft.





File No. 21357

**BORING LOG** B-1

Client Ciorba Group, Inc. Sheet 3 of 4

Comments \_\_\_\_\_

Project Jeffery Avenue Bridge Date 2/27/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft. | Description   | Depth, ft. | 40 | S  | T   | R | B  | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|-----|---|----|----|------|------|-------|-----|
|            | Gray clay, some silt, trace sand & gravel, damp, very tough to hard |            |    |    |     |   |    |    |      |      |       |     |
|            |   |            |    |    |     |   | 6  |    |      |      |       |     |
|            |   |            |    |    |     |   | 9  |    |      |      |       |     |
|            |   | 45         | 17 | SS | 18" |   | 11 | 20 | 4.5+ | 16.3 | 117.0 | 3.7 |
|            |   |            |    |    |     |   |    |    |      |      |       |     |
|            |   |            |    |    |     |   | 7  |    |      |      |       |     |
|            |   |            |    |    |     |   | 8  |    |      |      |       |     |
|            |   | 50         | 18 | SS | 18" |   | 12 | 20 | 4.5+ | 21.7 | 110.5 | 4.3 |
|            |   |            |    |    |     |   |    |    |      |      |       |     |
| 588.9'     |   |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray silt, trace fine sand & clay, damp, very dense                 |            |    |    |     |   |    |    |      |      |       |     |
|            |   |            |    |    |     |   | 19 |    |      |      |       |     |
|            |   |            |    |    |     |   | 35 |    |      |      |       |     |
|            |   | 55         | 19 | SS | 18" |   | 37 | 72 |      | 13.8 |       |     |
|            |   |            |    |    |     |   |    |    |      |      |       |     |
|            |   |            |    |    |     |   |    |    |      |      |       |     |
| 581.9'     |   |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray fine sand, trace silt, very damp, very dense                   |            |    |    |     |   |    |    |      |      |       |     |
|            |   |            |    |    |     |   | 21 |    |      |      |       |     |
|            |   |            |    |    |     |   | 23 |    |      |      |       |     |
| 580.9'     |   | 60         | 20 | SS | 18" |   | 37 | 60 |      | 18.9 |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 6.5 \_\_\_\_\_  
 - after drilling: 31.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft.. Uw - dry unit weight of soil, lbs./ cu.ft.  
 Qu - unconfined compressive strength, tons./ sq. ft..

60



File No. 21357 **BORING LOG** B-1

Client Ciorba Group, Inc. Sheet 4 of 4

Comments \_\_\_\_\_

Project Jeffery Avenue Bridge Date 2/27/12

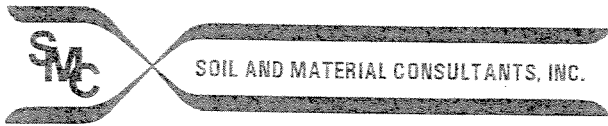
Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft. | Description   | Depth, ft. | 60 | S  | T   | R | B             | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|-----|---|---------------|----|------|------|-------|-----|
|            | Gray clay & silt, trace sand & gravel, damp, very tough                     |            |    |    |     |   |               |    |      |      |       |     |
|            |   |            |    |    |     |   | 7<br>7        |    |      |      |       |     |
|            |   | 65         | 21 | SS | 18" |   | 9             | 16 | 3.5  | 19.9 | 113.4 | 2.7 |
| 573.9'     |   |            |    |    |     |   |               |    |      |      |       |     |
|            | Gray silt, some clay, trace sand & gravel, damp, medium dense to very dense |            |    |    |     |   |               |    |      |      |       |     |
|            |   |            |    |    |     |   | 7<br>11<br>15 |    |      |      |       |     |
|            |   | 70         | 22 | SS | 18" |   | 15            | 26 |      | 9.5  |       |     |
|            |   |            |    |    |     |   |               |    |      |      |       |     |
|            |   |            |    |    |     |   | 10<br>31      |    |      |      |       |     |
| 565.9'     |   | 75         | 23 | SS | 18" |   | 35            | 66 |      | 18.3 |       |     |
|            | End of Boring   |            |    |    |     |   |               |    |      |      |       |     |
|            |   |            |    |    |     |   |               |    |      |      |       |     |
|            |   | 80         |    |    |     |   |               |    |      |      |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 6.5 \_\_\_\_\_  
 - after drilling: 31.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft.. Uw - dry unit weight of soil, lbs./ cu.ft.  
 Qu - unconfined compressive strength, tons./ sq. ft..



File No. 21357

**BORING LOG** B-2

Client Ciorba Group, Inc. Sheet 1 of 4

Comments Sta. 30+40, 6' S. of CL

Project Jeffery Avenue Bridge Date 2/22/12

Location Wheeling, IL Drilled By AC

S.N. 016-8211

Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft. | Description   | Depth, ft. | 0  | S  | T   | R   | B  | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|-----|-----|----|----|------|------|-------|-----|
|            | Concrete - 6.0"   |            |    |    |     |     |    |    |      |      |       |     |
| 639.1'     | Brown fine-medium sand, some coarse sand & gravel, damp, medium dense     |            | 1  |    |     |     | 7  |    |      | 5.7  |       |     |
| 638.1'     | Limestone, damp, medium dense - Fill                                      |            | 2  | SS | 15" |     | 7  | 17 |      | 6.5  |       |     |
| 636.1'     | Brown-gray silt, some clay, trace sand & gravel, damp, loose              |            |    |    |     |     | 4  |    |      |      |       |     |
|            |   |            |    |    |     |     | 4  |    |      |      |       |     |
| 634.6'     | Brown fine-medium sand, trace coarse sand & gravel, damp-very damp, loose |            | 5  | 3  | SS  | 18" | 5  | 9  |      | 17.8 |       |     |
|            |   |            |    |    |     |     | 4  |    |      |      |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, very tough               |            | 4  |    |     |     | 3  |    | 10.7 |      |       |     |
|            |   |            | 5  | SS | 18" |     | 3  | 6  | 2.0  | 24.2 | 107.8 | 2.7 |
|            |   |            |    |    |     |     | 5  |    |      |      |       |     |
|            |   |            |    |    |     |     | 6  |    |      |      |       |     |
|            |   |            | 10 | 6  | SS  | 18" | 8  | 14 | 2.25 | 17.3 | 116.5 | 2.2 |
| 629.6'     |   |            |    |    |     |     | 9  |    |      |      |       |     |
|            | Gray silt, some clay, trace sand & gravel, damp, dense to medium dense    |            | 7  |    |     |     | 12 |    | 4.0  | 22.4 | 105.5 | 3.6 |
|            |   |            | 8  | SS | 18" |     | 20 | 32 |      | 16.5 |       |     |
|            |   |            |    |    |     |     | 4  |    |      |      |       |     |
| 626.1'     |   |            | 15 | 9  | SS  | 18" | 6  | 12 |      | 15.8 |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, tough                    |            |    |    |     |     | 4  |    |      |      |       |     |
|            |   |            |    |    |     |     | 5  |    |      |      |       |     |
|            |   |            | 10 | SS | 18" |     | 6  | 11 | 1.5  | 14.9 | 127.3 | 1.8 |
| 622.6'     |   |            |    |    |     |     | 7  |    |      |      |       |     |
|            | Gray silt, some clay, trace sand & gravel, damp, medium dense             |            |    |    |     |     | 12 |    |      |      |       |     |
| 621.1'     |   |            | 20 | 11 | SS  | 18" | 17 | 29 |      | 9.6  |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 15.0  
 - after drilling: 35.0  
 - hrs. after drilling: \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/6" interval. W - water content, %.  
 N - SPT, blows/foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons./sq. ft. Uw - dry unit weight of soil, lbs./cu.ft.  
 Qu - unconfined compressive strength, tons./sq. ft.



SOIL AND MATERIAL CONSULTANTS, INC.

File No. 21357

**BORING LOG** B-2

Client Ciorba Group, Inc. Sheet 2 of 4

Comments \_\_\_\_\_ Project Jeffery Avenue Bridge Date 2/22/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft.                 | Description   | Depth, ft. | 20 | S  | T   | R   | B  | N  | Pen. | W    | Uw    | Qu  |
|----------------------------|---|------------|----|----|-----|-----|----|----|------|------|-------|-----|
|                            | Gray silt, some clay, trace sand & gravel, damp, dense      |            |    |    |     |     | 22 |    |      |      |       |     |
|                            |   |            |    |    |     |     | 19 |    |      |      |       |     |
| 618.1'                     |   |            | 12 | SS | 18" | 21  |    | 40 |      | 10.1 |       |     |
|                            | Gray clay & silt, trace sand, damp, hard                    |            |    |    |     |     | 7  |    |      |      |       |     |
|                            |   |            |    |    |     |     | 8  |    |      |      |       |     |
| 615.6'                     |   |            | 25 | I3 | SS  | 18" | 11 | 19 | 4.5+ | 19.0 | 107.4 | 4.8 |
|                            | Gray clay, some silt, trace sand & gravel, damp, hard       |            |    |    |     |     | 5  |    |      |      |       |     |
|                            |   |            |    |    |     |     | 8  |    |      |      |       |     |
|                            |   |            | 14 | SS | 18" | 10  |    | 18 | 4.5+ | 21.4 | 106.3 | 4.9 |
|                            |   |            |    |    |     |     | 5  |    |      |      |       |     |
| 611.6'                     |   |            | 15 |    |     |     | 9  |    | 4.5+ | 21.1 | 106.9 | 4.3 |
|                            | Gray fine sand, some silt, very damp, medium dense          |            | 30 | 16 | SS  | 18" | 14 | 23 |      | 19.9 |       |     |
| 610.1'                     |   |            |    |    |     |     |    |    |      |      |       |     |
|                            | Gray clay, some silt, trace sand & gravel, damp, hard       |            |    |    |     |     |    |    |      |      |       |     |
|                            |   |            |    |    |     |     | 7  |    |      |      |       |     |
| 606.6'                     |   |            | 17 |    |     |     | 12 |    | 4.5+ | 18.3 | 111.9 | 4.8 |
| 606.1' (a) see page 4 of 4 |   |            | 35 | 18 | SS  | 18" | 13 | 25 |      | 17.9 |       |     |
|                            | Gray clay, some silt, trace sand & gravel, damp, very tough |            |    |    |     |     |    |    |      |      |       |     |
|                            |   |            |    |    |     |     | 3  |    |      |      |       |     |
|                            |   |            |    |    |     |     | 4  |    |      |      |       |     |
| 601.1'                     |   |            | 40 | 19 | SS  | 18" | 5  | 9  | 1.5  | 26.4 | 98.8  | 2.6 |

Water Level — depth, ft. elev., ft.  
 - while drilling: 15.0 \_\_\_\_\_  
 - after drilling: 35.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft. Uw - dry unit weight of soil, lbs./ cu. ft.  
 Qu - unconfined compressive strength, tons/ sq. ft.



File No. 21357 **BORING LOG** B-2

Client Ciorba Group, Inc. Sheet 3 of 4

Comments \_\_\_\_\_ Project Jeffery Avenue Bridge Date 2/22/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft. | Description   | Depth, ft. | 40 | S  | T   | R | B  | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|-----|---|----|----|------|------|-------|-----|
| 599.1'     | Gray clay, some silt, trace sand & gravel, damp, tough  |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray clay & silt, trace sand & gravel, damp, very tough |            |    |    |     |   | 9  |    |      |      |       |     |
|            |   |            |    |    |     |   | 9  |    |      |      |       |     |
|            |   | 45         | 20 | SS | 18" |   | 10 | 19 | 3.0  | 22.3 | 106.9 | 3.6 |
| 594.1'     |   |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray clay, some silt, trace sand & gravel, damp, tough  |            |    |    |     |   | 3  |    |      |      |       |     |
|            |   |            |    |    |     |   | 4  |    |      |      |       |     |
|            |   | 50         | 21 | SS | 18" |   | 5  | 9  | 1.5  | 26.2 | 99.7  | 1.7 |
| 589.1'     |   |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray silt, some clay, trace fine sand, damp, dense      |            |    |    |     |   | 15 |    |      |      |       |     |
|            |   |            |    |    |     |   | 26 |    |      |      |       |     |
|            |   | 55         | 22 | SS | 18" |   | 28 | 54 |      | 16.7 |       |     |
| 582.1'     |   |            |    |    |     |   |    |    |      |      |       |     |
|            | Gray silt, trace fine sand & clay, damp, dense          |            |    |    |     |   | 14 |    |      |      |       |     |
| 581.1'     |   |            |    |    |     |   | 27 |    |      |      |       |     |
|            |   | 60         | 23 | SS | 18" |   | 28 | 55 |      | 16.4 |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 15.0 \_\_\_\_\_  
 - after drilling: 35.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft. Uw - dry unit weight of soil, lbs./ cu. ft.  
 Qu - unconfined compressive strength, tons/ sq. ft.





SOIL AND MATERIAL CONSULTANTS, INC.

File No. 21357 **BORING LOG** B-2

Client Ciorba Group, Inc. Sheet 4 of 4

Comments \_\_\_\_\_ Project Jeffery Avenue Bridge Date 2/22/12

Location Wheeling, IL Drilled By AC

Equipment  CME 45B  H.A.  Other Logged By DA

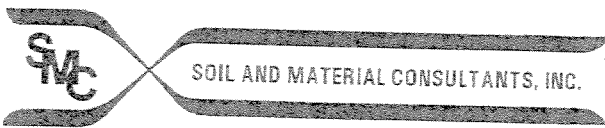
| Elev., ft. | Description   | Depth, ft. | 60 | S  | T   | R  | B  | N    | Pen. | W     | Uw  | Qu |
|------------|---|------------|----|----|-----|----|----|------|------|-------|-----|----|
| 579.1'     | Gray silt, trace fine sand & clay, damp, dense                |            |    |    |     |    |    |      |      |       |     |    |
|            |   |            |    |    |     |    | 7  |      |      |       |     |    |
|            |   |            |    |    |     |    | 6  |      |      |       |     |    |
|            |   | 65         | 24 | SS | 18" | 7  | 13 | 2.75 | 20.3 | 115.0 | 2.3 |    |
| 574.1'     | Gray clay, some silt, trace sand & gravel, damp, very tough   |            |    |    |     |    |    |      |      |       |     |    |
|            |   |            |    |    |     |    | 7  |      |      |       |     |    |
|            |   |            |    |    |     |    | 9  |      |      |       |     |    |
|            |   | 70         | 25 | SS | 18" | 12 | 21 |      | 15.1 |       |     |    |
| 567.1'     | Gray silt, some clay, trace sand & gravel, damp, medium dense |            |    |    |     |    |    |      |      |       |     |    |
|            |   |            |    |    |     |    | 15 |      |      |       |     |    |
|            |   |            |    |    |     |    | 45 |      |      |       |     |    |
| 566.1'     | Gray silt, trace fine sand & clay, damp, very dense           | 75         | 26 | SS | 18" | 46 | 91 |      | 18.9 |       |     |    |
|            | End of Boring   |            |    |    |     |    |    |      |      |       |     |    |
|            | (a) Gray silt, some clay, trace fine sand, damp, medium dense |            |    |    |     |    |    |      |      |       |     |    |
|            |   |            |    |    |     |    |    |      |      |       |     |    |
|            |   |            |    |    |     |    |    |      |      |       |     |    |
|            |   | 80         |    |    |     |    |    |      |      |       |     |    |

Water Level — depth, ft. elev., ft.  
 - while drilling: 15.0 \_\_\_\_\_  
 - after drilling: 35.0 \_\_\_\_\_  
 - hrs. after drilling: \_\_\_\_\_ \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/ foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft.. Uw - dry unit weight of soil, lbs./ cu.ft.  
 Qu - unconfined compressive strength, tons/ sq. ft..

105





File No. 21357 **BORING LOG** R-2

Client Ciorba Group, Inc. Sheet 1 of 1

Comments Sta. 30+70, 5' N. of CL Project Jeffery Avenue Bridge Date 2/13/12

Location Wheeling, IL Drilled By DB

S.N. 016-8211 Equipment  CME 45B  H.A.  Other Logged By DA

| Elev., ft. | Description   | Depth, ft. | 0  | S  | T  | R   | B | N  | Pen. | W    | Uw    | Qu  |
|------------|---|------------|----|----|----|-----|---|----|------|------|-------|-----|
| 640.3'     | Concrete - 7.0"   |            |    |    |    |     |   |    |      |      |       |     |
| 638.5'     | Brown sand & gravel, damp - 7.0"  |            | 1  | J  |    |     | 4 |    |      | 5.8  |       |     |
|            | (a) see below   |            |    |    |    |     | 3 |    |      |      |       |     |
| 637.3'     | Brown-gray clay, some silt, trace sand & gravel, damp, loose                |            | 2  |    |    |     | 4 | 7  |      | 5.4  |       |     |
|            |   |            | 3  | SS |    | 18" |   |    |      | 17.7 |       |     |
| 636.3'     | Gray silt, some sand, trace clay & gravel, damp, loose                      |            | 4  |    |    |     | 2 |    |      | 15.4 |       |     |
|            |   |            |    |    |    |     | 2 |    |      |      |       |     |
| 634.3'     | Gray to brown fine-medium sand, some coarse sand, trace gravel, damp, loose |            | 5  | 5  | SS | 18" | 4 | 6  |      | 9.4  |       |     |
|            |   |            |    |    |    |     |   |    |      |      |       |     |
|            | Gray clay & silt, trace fine sand, damp, very tough                         |            |    |    |    |     | 2 |    |      |      |       |     |
|            |   |            |    |    |    |     | 3 |    |      |      |       |     |
|            |   |            | 6  | SS |    | 18" | 4 | 7  | 1.5  | 23.7 | 106.3 | 2.3 |
|            |   |            |    |    |    |     |   |    |      |      |       |     |
|            |   |            |    |    |    |     | 3 |    |      |      |       |     |
| 630.3'     |   |            |    |    |    |     | 5 |    |      |      |       |     |
|            |   |            | 10 | 7  | SS | 18" | 6 | 11 | 2.0  | 18.8 | 119.5 | 2.3 |
|            | End of Boring   |            |    |    |    |     |   |    |      |      |       |     |
|            | (a) Crushed asphalt & limestone, damp - 8.0" - Fill                         |            |    |    |    |     |   |    |      |      |       |     |
|            |   |            |    |    |    |     |   |    |      |      |       |     |
|            |   |            | 15 |    |    |     |   |    |      |      |       |     |
|            |   |            |    |    |    |     |   |    |      |      |       |     |
|            |   |            |    |    |    |     |   |    |      |      |       |     |
|            |   |            | 20 |    |    |     |   |    |      |      |       |     |

Water Level — depth, ft. elev., ft.  
 - while drilling: 8.0  
 - after drilling: 8.0  
 - hrs. after drilling: \_\_\_\_\_

S - sample T - type: J(Jar), SS(split-spoon), ST(shelby tube) R - recovery length, in.  
 B - Standard Penetration Test (SPT), blows/ 6" interval. W - water content, %.  
 N - SPT, blows/foot to drive 2" O.D. split-spoon sampler with 140 lb. hammer falling 30".  
 Pen. - pocket penetrometer reading, tons/ sq. ft.. Uw - dry unit weight of soil, lbs./ cu.ft.  
 Qu - unconfined compressive strength, tons./ sq. ft..

(2)

**SOIL AND MATERIAL CONSULTANTS, INC.**

Date: 1/12/12

8 WEST COLLEGE DRIVE  
ARLINGTON HEIGHTS, IL 60004

OFFICE: (847) 370-0544  
FAX: (847) 370-0661

File No.: 21357

CORE LOG

Client: Ciorba Group, Inc. Reference Jeffery Avenue Bridge, Wheeling, IL

Core No: C-101 Work Done By: AC & DA

Location of Core: Sta. 29+10, 4' N. of CL

S.N. 016-8211

Comments: \_\_\_\_\_

| (Depth, In.) | Type of Material                   | Recovery |
|--------------|------------------------------------|----------|
| 0 ---        |                                    |          |
| 1 ---        | 2-0" Bituminous concrete - surface | Full     |
| 2 ---        | PETROMAT                           |          |
| 3 ---        | 2-0" Bituminous concrete - surface | Full     |
| 4 ---        |                                    |          |
| 5 ---        |                                    |          |
| 6 ---        |                                    |          |
| 7 ---        |                                    |          |
| 8 ---        | 8-0" Crushed stone                 | Partial  |
| 9 ---        |                                    |          |
| 10 ---       |                                    |          |
| 11 ---       |                                    |          |
| 12 ---       | Total 12-0"                        |          |
| 13 ---       | E.O.C.                             |          |
| 14 ---       |                                    |          |
| 15 ---       |                                    |          |
| 16 ---       |                                    |          |
| 17 ---       |                                    |          |
| 18 ---       |                                    |          |
| 19 ---       |                                    |          |
| 20 ---       |                                    |          |

**SOIL AND MATERIAL CONSULTANTS, INC.**

8 WEST COLLEGE DRIVE  
ARLINGTON HEIGHTS, IL 60004

OFFICE: (847) 870-0544  
FAX: (847) 870-0661

Date: 1/12/12

File No.: 21357

CORE LOG

Client: Ciorba Group, Inc. Reference: Jeffery Avenue Bridge, Wheeling, IL

Core No: C-102 Work Done By: AC & DA

Location of Core: Sta. 31+15, 6' S. of CL

S.N. 016-8211

Comments:

| (Depth, In.) | Type of Material                     | Recovery |
|--------------|--------------------------------------|----------|
| 0 ---        |                                      |          |
| 1 ---        | 1-1/2" Bituminous concrete - surface | Full     |
| 2 ---        | PETROMAT                             |          |
| 3 ---        |                                      |          |
| 4 ---        | 4-1/2" Bituminous concrete - surface | Full     |
| 5 ---        |                                      |          |
| 6 ---        |                                      |          |
| 7 ---        |                                      |          |
| 8 ---        |                                      |          |
| 9 ---        |                                      |          |
| 10 ---       | 7-0" Crushed gravel with fines       | Partial  |
| 11 ---       |                                      |          |
| 12 ---       |                                      |          |
| 13 ---       | Total 13-0"                          |          |
| 14 ---       | E.O.C.                               |          |
| 15 ---       |                                      |          |
| 16 ---       |                                      |          |
| 17 ---       |                                      |          |
| 18 ---       |                                      |          |
| 19 ---       |                                      |          |
| 20 ---       |                                      |          |

## APPENDIX

**SOIL AND MATERIAL CONSULTANTS, INC.**

File No. 21357

8 WEST COLLEGE DRIVE OFFICE: (847) 870-0544  
ARLINGTON HEIGHTS, IL 60004 FAX: (847) 870-0661

**SOIL TEST DATA**

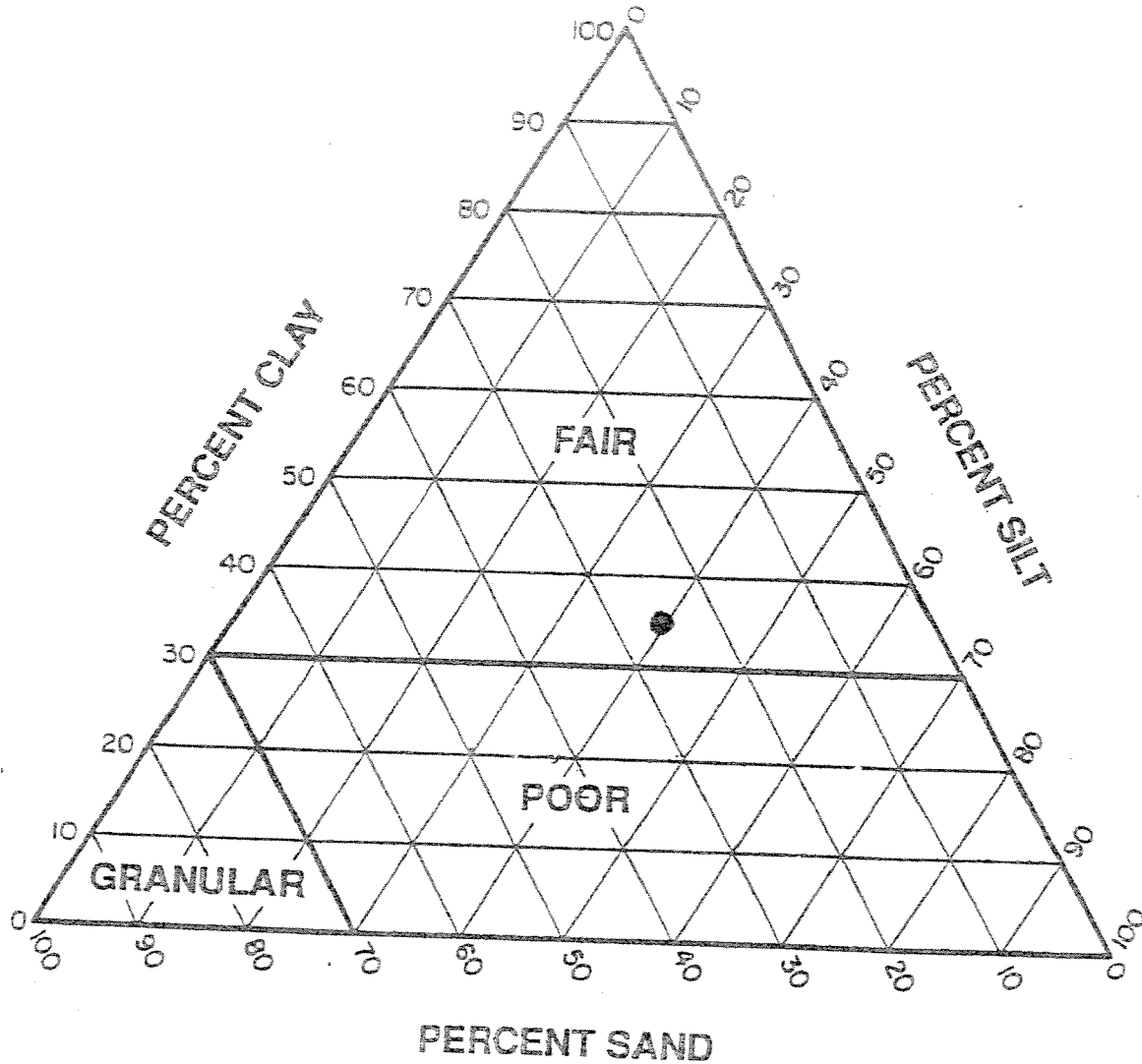
CLIENT: Ciorba Group, Inc.

PROJECT: Jeffery Avenue Bridge over Buffalo Creek

|                            |   |                    |
|----------------------------|---|--------------------|
| BORING NO.                 |   | R-1                |
| SAMPLE NO.                 |   | 2                  |
| DEPTH                      |   | 15" - 2.5'         |
| ELEVATION                  |   | 639.2' -<br>637.9' |
| USDA SOIL CLASSIFICATION   |   | Clay               |
| AASHTO CLASSIFICATION      |   | A-7-6(24)          |
| GRADATION-PASSING 1" SIEVE | % | 100                |
| " 3/4" "                   | % | 100                |
| " 1/2" "                   | % | 100                |
| " 3/8" "                   | % | 100                |
| " No. 4 "                  | % | 99                 |
| " No. 10 "                 | % | 96                 |
| " No. 40 "                 | % | 83                 |
| " No. 100 "                | % | 76                 |
| " No. 200 "                | % | 74                 |
| GRAVEL                     | % | 1                  |
| SAND                       | % | 25                 |
| SILT                       | % | 39                 |
| CLAY                       | % | 35                 |
| LIQUID LIMIT               | % | 51                 |
| PLASTICITY INDEX           | % | 33                 |

REMARKS:

# SUBGRADE SUPPORT RATING (SSR CHART)



● R-1 Sample 2 – Loam

**SMC**

SOIL AND MATERIAL  
CONSULTANTS, INC.

**SUBGRADE SUPPORT RATING (SSR CHART)**

8 W. COLLEGE DRIVE

ARLINGTON HEIGHTS, IL 60004

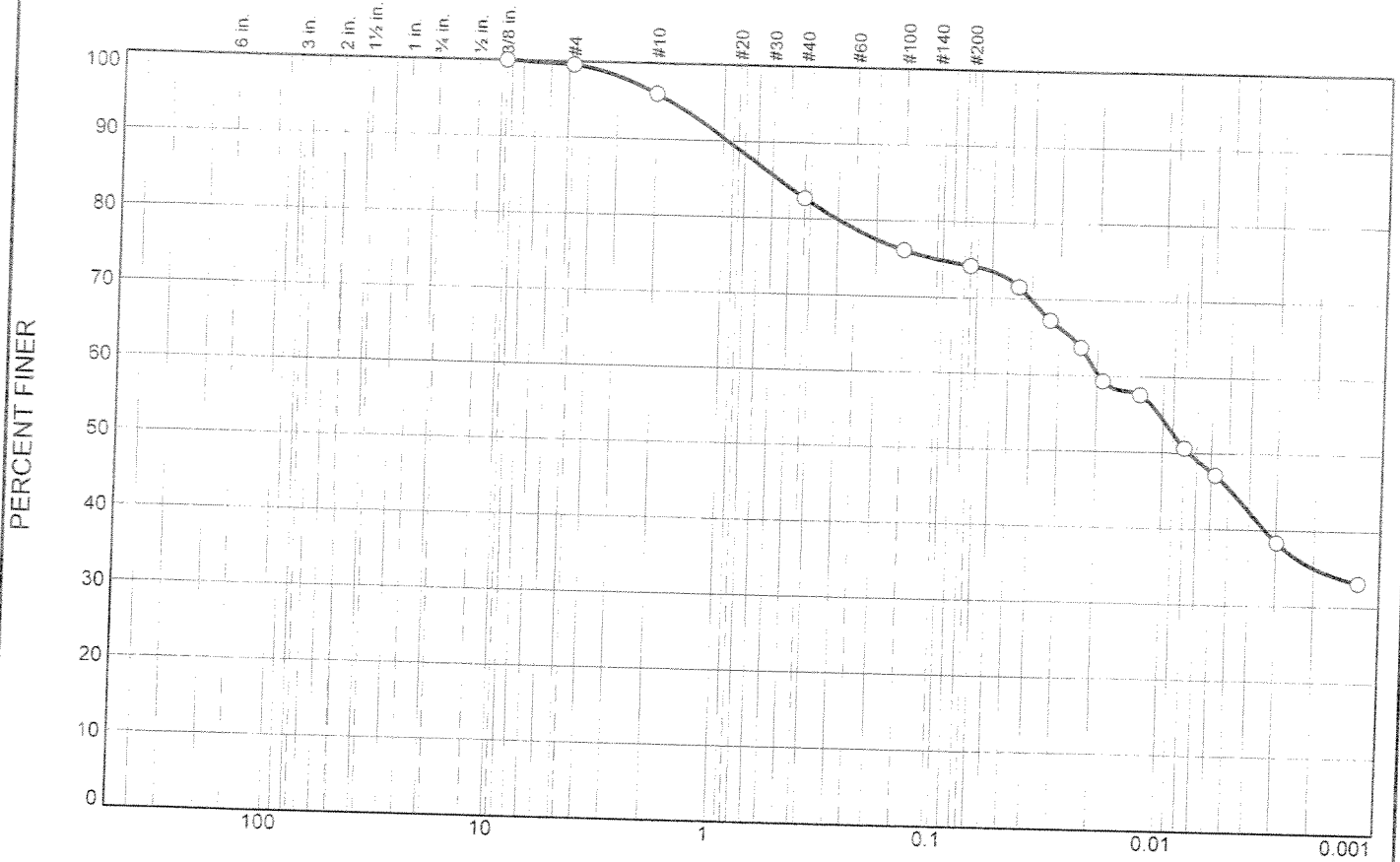
JEFFERY AVENUE BRIDGE OVER  
BUFFALO CREEK  
WHEELING, ILLINOIS

File No. 20504

Date: 6-21-12



# Particle Size Distribution Report



| % +3" | % Gravel |      | % Sand |        |      | % Fines |      |
|-------|----------|------|--------|--------|------|---------|------|
|       | Coarse   | Fine | Coarse | Medium | Fine | Silt    | Clay |
| 0.0   | 0.0      | 0.4  | 3.6    | 13.3   | 8.5  | 39.1    | 35.1 |

| SIEVE SIZE | PERCENT FINER | SPEC.* PERCENT | PASS? (X=NO) |
|------------|---------------|----------------|--------------|
| 3/8        | 100.0         |                |              |
| #4         | 99.6          |                |              |
| #10        | 96.0          |                |              |
| #40        | 82.7          |                |              |
| #100       | 76.1          |                |              |
| #200       | 74.2          |                |              |

**Material Description**

Clay

PL= 18      **Atterberg Limits**      LL= 51      PI= 33

D<sub>90</sub>= 0.9523      **Coefficients**      D<sub>85</sub>= 0.5532      D<sub>60</sub>= 0.0196  
 D<sub>50</sub>= 0.0076      D<sub>30</sub>=      D<sub>15</sub>=  
 D<sub>10</sub>=      C<sub>u</sub>=      C<sub>c</sub>=

USCS= CH      **Classification**      AASHTO= A-7-6(24)

**Remarks**

\* (no specification provided)

Location: R-1  
Sample Number: 2

Date:

**Soil & Material Consultants, Inc.**  
  
Arlington Heights, IL

Client: Ciorba Group, Inc.  
Project: Jeffery Avenue Bridge  
Wheeling, Illinois  
Project No: 21357



**DEPARTMENT OF THE ARMY**  
CHICAGO DISTRICT, CORPS OF ENGINEERS  
231 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60604-1437

REPLY TO  
ATTENTION OF:

April 23, 2014

Technical Services Division  
Regulatory Branch  
LRC-2014-00078

**SUBJECT:** Authorization for the Jeffrey Avenue Bridge Replacement over Buffalo Creek  
Located 300 feet West of Wolf Road in Wheeling, Cook County, Illinois

Timothy W. Merrihew  
Village of Wheeling  
2 Community Boulevard  
Wheeling, Illinois 60090

Dear Mr. Merrihew:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Ciorba Group, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 and the overall RPP under Category I of the Regional Permit Program. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans entitled WEST JEFFREY AVE OVER BUFFALO CREEK BRIDGE REPLACEMENT dated 1/28/14 by Ciorba Group. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the North Cook Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site. You shall notify this office and the SWCD of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.
2. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

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

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Kate M. Bliss of my staff by telephone at 312-846-5542, or email at [Kate.M.Bliss@usace.army.mil](mailto:Kate.M.Bliss@usace.army.mil).

Sincerely,



Kathleen G. Chernich  
Chief, East Section  
Regulatory Branch

Enclosures

Copy Furnished:

SWCD (Rick McAndless)  
Ciorba Group, Inc. (Tony Wolff)

---



**PERMIT COMPLIANCE  
CERTIFICATION**

Permit Number: LRC-2014-00078  
Permittee: Village of Wheeling  
Date: April 23, 2014

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

\_\_\_\_\_  
PERMITTEE

\_\_\_\_\_  
DATE

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

U.S. Army Corps of Engineers  
Chicago District, Regulatory Branch  
231 South LaSalle Street, Suite 1500  
Chicago, Illinois 60604-1437

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

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



US Army Corps of Engineers®  
Chicago District

## GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

1. The applicant shall not cause:
  - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
  - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
  - c) interference with water use practices near public recreation areas or water supply intakes;
  - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, <http://aiswcd.org/IUM/index.html>).
6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
  - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
  - b) excavation and backfilling are done under dry conditions.
10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 Il. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Ill. Adm. Code 404.101.

12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. Threatened and Endangered Species - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at [www.fws.gov/midwest/Endangered](http://www.fws.gov/midwest/Endangered). Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois.  
<http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html>

3. Historic Properties - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the District, the non-Federal applicant shall not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency  
1 Old State Capitol Plaza  
Springfield, IL 62701-1507  
(217) 782-4836  
[www.illinoishistory.gov](http://www.illinoishistory.gov)

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. Soil Erosion and Sediment Control - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (<http://aiswcd.org/IUM/index.html>). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD  
2315 Dean Street, Suite 100  
St. Charles, IL 60174  
(630) 584-7961 ext.3  
[www.kanedupageswcd.org](http://www.kanedupageswcd.org)

McHenry-Lake County SWCD  
1648 South Eastwood Dr.  
Woodstock, IL 60098  
(815) 338-0099 ext.3  
[www.mchenryswcd.org](http://www.mchenryswcd.org)

North Cook SWCD  
899 Jay Street  
Elgin, IL 60120  
(847) 468-0071  
[www.northcookswcd.org](http://www.northcookswcd.org)

Lake County SMC  
500 W. Winchester Rd, Suite 201  
Libertyville, IL 60048  
(847) 377-7700  
[www.lakecountyil.gov/stormwater](http://www.lakecountyil.gov/stormwater)

5. Total Maximum Daily Load - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: [www.epa.state.il.us/water/tmdl/](http://www.epa.state.il.us/water/tmdl/)

6. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR  
2050 Stearns Road  
Bartlett, IL 60103  
(847) 608-3100  
<http://dnr.state.il.us/owr/>

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

7. Navigation - No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
8. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.
9. Aquatic Life Movements - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.
10. Equipment - Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.
11. Wild and Scenic Rivers - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.
12. Tribal Rights - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.
13. Water Supply Intakes - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
14. Shellfish Production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.
15. Suitable Material - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.
16. Spawning Areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.
17. Obstruction of High Flows - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.
18. Impacts From Impoundments - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.
19. Waterfowl Breeding Areas - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.
20. Removal of Temporary Fills - Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.
21. Mitigation - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific



resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed. Methods of providing compensatory mitigation include aquatic resource restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at [www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx](http://www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx)

22. **Notification** - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at [www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf](http://www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf). If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology ([www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg\\_supp.aspx](http://www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg_supp.aspx)) and generally conducted during the growing season.\* Our wetland delineation standards are available at [www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf](http://www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf). For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm, 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at [www.fws.gov/midwest/Endangered](http://www.fws.gov/midwest/Endangered). Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

\* If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: <http://dnreecat.state.il.us/ecopublic/>. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: [www.illinoishistory.gov/PS/rcdocument.htm](http://www.illinoishistory.gov/PS/rcdocument.htm).
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- l. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

23. Compliance Certification - Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions and; c) the signature of the permittee certifying the completion of the work and mitigation.

24. Multiple use of Regional Permits - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

25. Other Restrictions - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED//  
Frederic A. Drummond, Jr.  
Colonel, U.S. Army  
District Commander

February 24, 2012  
Date

## **TEMPORARY SOIL RETENTION SYSTEM**

Effective: December 30, 2002

Revised : May 11, 2009

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

## **PIPE UNDERDRAINS FOR STRUCTURES**

Effective: May 17, 2000

Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

**GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012

Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

**SECTION 586. GRANULAR BACKFILL FOR STRUCTURES**

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

**586.02 Materials.** Materials shall be according to the following.

| Item                        | Article/Section |
|-----------------------------|-----------------|
| (a) Fine Aggregate.....     | 1003.04         |
| (b) Coarse Aggregates ..... | 1004.05         |

**CONSTRUCTION REQUIREMENTS**

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

**586.04 Method of Measurement.** This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).

(b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

**586.05 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

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## **BRIDGE DECK CONSTRUCTION**

Effective: October 22, 2013

Revised: April 18, 2014

### **Revise the Second Paragraph of Article 503.06(b) to read as follows.**

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

### **Revise Article 503.06(b)(1) to read as follows.**

“(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

### **Revise Article 503.06(b)(2) to read as follows.**

“(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

### **Revise Article 503.06(b)(3) to read as follows.**

“(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

### **Delete the last paragraph of Article 503.06(b).**



**Revise the third paragraph of Article 503.16 to read as follows.**

"Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V) \times 10^{-6} \text{ (English)}$$

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4) \times 10^{-6} \text{ (Metric)}$$

Where:

$E$  = Evaporation Rate, lb/ft<sup>2</sup>/h (kg/sq m/h)

$T_c$  = Concrete Temperature, °F (°C)

$T_a$  = Air Temperature, °F (°C)

$r$  = Relative Humidity in percent/100

$V$  = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed."

**Revise the third paragraph of Article 503.16(a)(1) to read as follows.**

"At the Contractor's option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2)."

**Delete the fifth paragraph of 503.16(a)(1).**

**Revise Article 503.16(a)(2) to read as follows.**

"(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface

shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

**Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.**

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

**Revise Article 1020.14(b) to read as follows.**

"(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

(1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).

(2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article."

**Revise Article 1103.13(a) to read as follows.**

"(a) Bridge Deck. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started."

**Revise Article 1103.17(k) to read as follows.**

"(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted."

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 Wheeling

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

## COARSE AGGREGATE IN BRIDGE APPROACH SLABS/FOOTINGS (BDE)

Effective: April 1, 2012

Revised: April 1, 2013

Revise the third paragraph of Article 1004.01(b) of the Standard Specifications to read:

"Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

Revise the first sentence of the first paragraph of Article 1004.02(f) of the Standard Specifications to read:

"(f) Freeze-Thaw Rating. When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement (including precast), driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch, concrete superstructures on subgrade such as bridge approach slabs (excluding precast), concrete structures on subgrade such as bridge approach footings, or their repair using concrete, the gradation permitted will be determined from the results of the Department's Freeze-Thaw Test (Illinois Modified AASHTO T 161)."

80292



**CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)**

Effective: April 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant ..... 1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25, Use T, according to ASTM C 920.”

80334

## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010  
 Revised: January 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

| Effective Dates            | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 <sup>1/</sup> | 600-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2011 <sup>2/</sup> | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |
| June 1, 2012 <sup>2/</sup> | 50-99            | 2004       |
|                            | 100-299          | 2003       |
|                            | 300-599          | 2001       |
|                            | 600-749          | 2002       |
|                            | 750 and up       | 2006       |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

## CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

Revise Article 109.09(e) of the Standard Specifications to read:

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The 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 12.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.



- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.  
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. 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 documentation and 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 consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) NO AMENDMENT. 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) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

| reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

| (g) ENFORCEMENT. 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.

| (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

## GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

**"1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains."**

Revise Article 1003.04(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75 µm) sieve shall be 2±2."

Revise Article 1004.05(c) of the Standard Specifications to read:

"(c) Gradation. The coarse aggregate gradations shall be as follows.

| Application   | Gradation                                       |
|---|---|
| Blotter   | CA 15   |
| Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers | CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19 |
| Porous Granular Embankment, Porous Granular Backfill, and French Drains                                 | CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18"      |

80303



## LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 550.02 of the Standard Specifications to read as follows:

| "Item  | Article Section |
|--|-----------------|
| (a) Clay Sewer Pipe .....  | 1040.02         |
| (b) Extra Strength Clay Pipe .....   | 1040.02         |
| (c) Concrete Sewer, Storm Drain, and Culvert Pipe .....                                | 1042            |
| (d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe .....                     | 1042            |
| (e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) ..... | 1042            |
| (f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) .....       | 1042            |
| (g) Polyvinyl Chloride (PVC) Pipe .....  | 1040.03         |
| (h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior .....              | 1040.03         |
| (i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior .....                     | 1040.07         |
| (j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe .....       | 1056            |
| (k) Mastic Joint Sealer for Pipe .....   | 1055            |
| (l) External Sealing Band .....  | 1057            |
| (m) Fine Aggregate (Note 2) .....  | 1003.04         |
| (n) Coarse Aggregate (Note 3) .....  | 1004.05         |
| (o) Reinforcement Bars and Welded Wire Fabric .....                                    | 1006.10         |
| (p) Handling Hole Plugs .....  | 1042.16         |
| (q) Polyethylene (PE) Pipe with a Smooth Interior .....                                | 1040.04         |
| (r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior .....                     | 1040.04         |

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

| "Class | Materials   |
|--------|---|
| A      | Rigid Pipes:<br>Clay Sewer Pipe<br>Extra Strength Clay Pipe<br>Concrete Sewer, Storm Drain, and Culvert Pipe<br>Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe  |
| B      | Rigid Pipes:<br>Clay Sewer Pipe<br>Extra Strength Clay Pipe<br>Concrete Sewer, Storm Drain, and Culvert Pipe<br>Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe<br>Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe<br>Flexible Pipes:<br>Polyvinyl Chloride (PVC) Pipe<br>Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior<br>Polyethylene (PE) Pipe with a Smooth Interior<br>Corrugated Polyethylene (PE) Pipe with a Smooth Interior<br>Corrugated Polypropylene (CPP) Pipe with a Smooth Interior" |

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

**STORM SEWERS**  
**KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED**  
**FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

| Nominal Diameter<br>in. | Type 1  |     |      |     |      |    |     |     |      |     |      | Type 2  |      |    |     |     |  |
|-------------------------|---|-----|------|-----|------|----|-----|-----|------|-----|------|---|------|----|-----|-----|--|
|                         | Fill Height: 3' and less<br>With 1' minimum cover |     |      |     |      |    |     |     |      |     |      | Fill Height: Greater than 3'<br>not exceeding 10' |      |    |     |     |  |
|                         | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC   | CPVC | PE | CPE | CPP |  |
| 10                      | NA  | 3   | X    | X   | X    | X  | X   | NA  | 1    | *X  | X    | X   | X    | X  | NA  |     |  |
| 12                      | IV  | NA  | X    | X   | X    | NA | X   | II  | 1    | *X  | X    | X   | X    | X  | NA  |     |  |
| 15                      | IV  | NA  | NA   | X   | X    | NA | X   | II  | 1    | *X  | X    | X   | X    | NA | X   |     |  |
| 18                      | IV  | NA  | NA   | X   | X    | X  | X   | II  | 2    | X   | X    | X   | X    | X  | X   |     |  |
| 21                      | III   | NA  | NA   | X   | X    | NA | NA  | II  | 2    | X   | X    | X   | X    | NA | X   |     |  |
| 24                      | III   | NA  | NA   | X   | X    | X  | X   | II  | 2    | X   | X    | X   | X    | X  | X   |     |  |
| 27                      | III   | NA  | NA   | NA  | NA   | NA | NA  | II  | 2    | X   | X    | X   | X    | X  | X   |     |  |
| 30                      | IV  | NA  | NA   | X   | X    | X  | X   | II  | 3    | X   | NA   | NA  | NA   | NA | NA  |     |  |
| 33                      | III   | NA  | NA   | X   | X    | NA | X   | II  | 3    | X   | X    | X   | X    | X  | X   |     |  |
| 36                      | III   | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | NA   | NA  | NA   | NA | NA  |     |  |
| 42                      | II  | NA  | X    | X   | X    | X  | X   | II  | NA   | X   | X    | X   | X    | X  | X   |     |  |
| 48                      | II  | NA  | X    | X   | X    | X  | X   | II  | NA   | X   | X    | X   | X    | X  | X   |     |  |
| 54                      | II  | NA  | X    | X   | X    | X  | X   | II  | NA   | X   | X    | X   | X    | X  | X   |     |  |
| 60                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 66                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 72                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 78                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 84                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 90                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 96                      | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 102                     | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |
| 108                     | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA  | NA   | NA | NA  |     |  |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
CSP Concrete Sewer, Storm drain, and Culvert Pipe  
PVC Polyvinyl Chloride Pipe  
CPVC Corrugated Polyvinyl Chloride Pipe  
ESCP Extra Strength Clay Pipe  
PE Polyethylene Pipe with a Smooth Interior  
CPE Corrugated Polyethylene Pipe with a Smooth Interior  
CPP Corrugated Polypropylene pipe with a Smooth Interior  
X This material may be used for the given pipe diameter and fill height.  
NA This material is Not Acceptable for the given pipe diameter and fill height.  
\* May also use Standard Strength Clay Pipe

**STORM SEWERS (Metric)**  
**KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED**  
**FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE**

| Nominal Diameter<br>in. | Type 1  |     |      |     |      |    |     |     |      |     |      | Type 2   |      |    |     |     |  |
|-------------------------|---|-----|------|-----|------|----|-----|-----|------|-----|------|--|------|----|-----|-----|--|
|                         | Fill Height: 1 m' and less<br>With 300 mm minimum cover |     |      |     |      |    |     |     |      |     |      | Fill Height: Greater than 1 m<br>not exceeding 3 m |      |    |     |     |  |
|                         | RCCP  | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC  | CPVC | PE | CPE | CPP |  |
| 250                     | NA  | 3   | X    | X   | X    | X  | X   | NA  | 1    | *X  | X    | X  | X    | X  | NA  |     |  |
| 300                     | IV  | NA  | X    | X   | X    | X  | X   | II  | 1    | *X  | X    | X  | X    | X  | X   |     |  |
| 375                     | IV  | NA  | NA   | X   | NA   | NA | X   | II  | 1    | *X  | X    | X  | NA   | X  | X   |     |  |
| 450                     | IV  | NA  | NA   | X   | X    | X  | X   | II  | 2    | X   | X    | X  | X    | X  | X   |     |  |
| 525                     | III   | NA  | NA   | X   | X    | NA | NA  | II  | 2    | X   | X    | X  | NA   | NA | NA  |     |  |
| 600                     | III   | NA  | NA   | X   | X    | X  | X   | II  | 2    | X   | X    | X  | X    | X  | X   |     |  |
| 675                     | III   | NA  | NA   | NA  | NA   | NA | NA  | II  | 3    | X   | NA   | NA   | NA   | NA | NA  |     |  |
| 750                     | IV  | NA  | NA   | X   | X    | X  | X   | II  | 3    | X   | X    | X  | NA   | NA | NA  |     |  |
| 825                     | III   | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | NA   | NA   | NA   | X  | X   |     |  |
| 900                     | III   | NA  | NA   | X   | X    | X  | X   | II  | NA   | X   | X    | X  | NA   | NA | NA  |     |  |
| 1050                    | II  | NA  | X    | NA  | NA   | X  | X   | II  | NA   | X   | X    | NA   | NA   | NA | X   |     |  |
| 1200                    | II  | NA  | X    | NA  | NA   | X  | X   | II  | NA   | X   | X    | NA   | NA   | NA | X   |     |  |
| 1350                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | X   |     |  |
| 1500                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 1650                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 1800                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 1950                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 2100                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 2250                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 2400                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 2550                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |
| 2700                    | II  | NA  | NA   | NA  | NA   | NA | NA  | II  | NA   | X   | X    | NA   | NA   | NA | NA  |     |  |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
 CSP Concrete Sewer, Storm drain, and Culvert Pipe  
 PVC Polyvinyl Chloride Pipe  
 CPVC Corrugated Polyvinyl Chloride Pipe  
 ESCP Extra Strength Clay Pipe  
 PE Polyethylene Pipe with a Smooth Interior  
 CPE Corrugated Polyethylene Pipe with a Smooth Interior  
 CPP Corrugated Polypropylene pipe with a Smooth Interior  
 X This material may be used for the given pipe diameter and fill height.  
 NA This material is Not Acceptable for the given pipe diameter and fill height.  
 \* May also use Standard Strength Clay Pipe

| STORM SEWERS  |  |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
|---|--|--------------------------------------|------|-----|------|----|-----|---|------|-----|------|-----|------|----|-----|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |  |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| Nominal Diameter in.  | Type 3   |                                      |      |     |      |    |     | Type 4  |      |     |      |     |      |    |     |
|   | Fill Height: Greater than 10' not exceeding 15'  |                                      |      |     |      |    |     | Fill Height: Greater than 15' not exceeding 20' |      |     |      |     |      |    |     |
|   | RCCP   | CSP                                  | ESCP | PVC | CPVC | PE | CPE | CPP   | RCCP | CSP | ESCP | PVC | CPVC | PE | CPP |
| 10  | NA   | 2                                    | X    | X   | X    | X  | X   | NA  | NA   | 3   | X    | X   | X    | X  | NA  |
| 12  | III  | 2                                    | X    | X   | X    | X  | NA  | X   | IV   | NA  | NA   | X   | X    | X  | NA  |
| 15  | III  | 3                                    | X    | X   | X    | NA | NA  | X   | IV   | NA  | NA   | X   | X    | NA | X   |
| 18  | III  | NA                                   | X    | X   | X    | X  | NA  | X   | IV   | NA  | NA   | X   | X    | X  | NA  |
| 21  | III  | NA                                   | NA   | X   | X    | NA | NA  | NA  | IV   | NA  | NA   | X   | X    | NA | NA  |
| 24  | III  | NA                                   | NA   | X   | X    | X  | NA  | NA  | IV   | NA  | NA   | X   | X    | X  | NA  |
| 27  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | X   | X    | X  | NA  |
| 30  | III  | NA                                   | NA   | NA  | X    | X  | NA  | X   | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 33  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 36  | III  | NA                                   | NA   | NA  | X    | X  | NA  | NA  | IV   | NA  | NA   | X   | X    | NA | NA  |
| 42  | III  | NA                                   | NA   | NA  | NA   | X  | NA  | NA  | IV   | NA  | NA   | X   | NA   | X  | NA  |
| 48  | III  | NA                                   | NA   | NA  | NA   | X  | NA  | NA  | IV   | NA  | NA   | X   | NA   | X  | NA  |
| 54  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | X   | NA   | X  | NA  |
| 60  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 66  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 72  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 78  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 84  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 90  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 96  | III  | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | IV   | NA  | NA   | NA  | NA   | NA | NA  |
| 102   | IV   | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | 1680 | NA  | NA   | NA  | NA   | NA | NA  |
| 108   | 1360   | NA                                   | NA   | NA  | NA   | NA | NA  | NA  | 1690 | NA  | NA   | NA  | NA   | NA | NA  |
| RCCP  | Reinforced Concrete  | Culvert, Storm Drain, and Sewer Pipe |      |     |      |    |     |   | 1700 | NA  | NA   | NA  | NA   | NA | NA  |
| CSP   | Concrete Sewer, Storm drain, and Culvert Pipe  |                                      |      |     |      |    |     |   | 1710 | NA  | NA   | NA  | NA   | NA | NA  |
| PVC   | Polyvinyl Chloride Pipe  |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| CPVC  | Corrugated Polyvinyl Chloride Pipe   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| ESCP  | Extra Strength Clay Pipe   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| PE  | Polyethylene Pipe with a Smooth Interior   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| CPE   | Corrugated Polyethylene Pipe with a Smooth Interior  |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| CPP   | Corrugated Polypropylene pipe with a Smooth Interior   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| X   | This material may be used for the given pipe diameter and fill height.   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| NA  | This material is Not Acceptable for the given pipe diameter and fill height.   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| *   | May also use Standard Strength Clay Pipe   |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |
| Note  | RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack. |                                      |      |     |      |    |     |   |      |     |      |     |      |    |     |

STORM SEWERS (metric)  
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED  
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

| Nominal Diameter<br>in. | Type 3   |     |      |     |      |    |     |     |      |     |      | Type 4   |      |    |     |  |  |
|-------------------------|--|-----|------|-----|------|----|-----|-----|------|-----|------|--|------|----|-----|--|--|
|                         | Fill Height: Greater than 3 m<br>not exceeding 4.5 m |     |      |     |      |    |     |     |      |     |      | Fill Height: Greater than 4.5 m<br>not exceeding 6 m |      |    |     |  |  |
|                         | RCCP   | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC  | CPVC | PE | CPP |  |  |
| 250                     | NA   | 2   | X    | X   | X    | X  | NA  | NA  | 3    | X   | X    | X  | X    | X  | NA  |  |  |
| 300                     | III  | 2   | X    | X   | X    | NA | X   | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 375                     | III  | 3   | X    | X   | NA   | NA | X   | IV  | NA   | NA  | X    | X  | NA   | X  | NA  |  |  |
| 450                     | III  | NA  | X    | X   | X    | NA | X   | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 525                     | III  | NA  | NA   | NA  | X    | NA | NA  | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 600                     | III  | NA  | NA   | NA  | X    | NA | NA  | IV  | NA   | NA  | X    | X  | X    | NA | NA  |  |  |
| 675                     | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | X    | X  | X    | NA | NA  |  |  |
| 750                     | III  | NA  | NA   | NA  | X    | X  | X   | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 825                     | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 900                     | III  | NA  | NA   | NA  | X    | X  | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 1050                    | III  | NA  | NA   | NA  | X    | X  | NA  | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 1200                    | III  | NA  | NA   | NA  | X    | X  | NA  | IV  | NA   | NA  | X    | X  | X    | X  | NA  |  |  |
| 1350                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | X    | NA   | NA   | NA | NA  |  |  |
| 1500                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 1650                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 1800                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 1950                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 2100                    | III  | NA  | NA   | NA  | NA   | NA | NA  | IV  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 2250                    | III  | NA  | NA   | NA  | NA   | NA | NA  | 80  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 2400                    | III  | NA  | NA   | NA  | NA   | NA | NA  | 80  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 2550                    | IV   | NA  | NA   | NA  | NA   | NA | NA  | 80  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |
| 2700                    | 70   | NA  | NA   | NA  | NA   | NA | NA  | 80  | NA   | NA  | NA   | NA   | NA   | NA | NA  |  |  |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe  
 CSP Concrete Sewer, Storm drain, and Culvert Pipe  
 PVC Polyvinyl Chloride Pipe  
 CPVC Corrugated Polyvinyl Chloride Pipe  
 ESCP Extra Strength Clay Pipe  
 PE Polyethylene Pipe with a Smooth Interior  
 CPE Corrugated Polyethylene Pipe with a Smooth Interior  
 CPP Corrugated Polypropylene pipe with a Smooth Interior  
 X This material may be used for the given pipe diameter and fill height.  
 NA This material is Not Acceptable for the given pipe diameter and fill height.  
 \* May also use Standard Strength Clay Pipe  
 Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

| STORM SEWERS<br>KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED<br>FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |  |  |      |  |  |     |      |  |  |      |
|--|--|--|------|--|--|-----|------|--|--|------|
| Nominal<br>Diameter<br>in.   | Type 5<br>Fill Height: Greater than 20'<br>not exceeding 25' |  |      |  | Type 6<br>Fill Height: Greater than 25'<br>not exceeding 30' |     |      |  | Type 7<br>Fill Height: Greater than<br>30' |      |
|  | RCCP   | PVC  | CPVC |  | RCCP   | PVC | CPVC |  | RCCP                                       | CPVC |
|  |  |  |      |  |  |     |      |  | not exceeding 35'                          |      |
| 10   | NA   | X  | X    |  | NA   | X   | X    |  | NA   | X    |
| 12   | IV   | X  | X    |  | V  | X   | X    |  | V  | X    |
| 15   | IV   | X  | X    |  | V  | X   | X    |  | V  | X    |
| 18   | IV   | X  | X    |  | V  | X   | X    |  | V  | X    |
| 21   | IV   | X  | X    |  | V  | X   | X    |  | V  | X    |
| 24   | IV   | X  | X    |  | V  | X   | X    |  | V  | X    |
| 27   | IV   | NA   | NA   |  | V  | NA  | NA   |  | V  | X    |
| 30   | IV   | X  | X    |  | V  | X   | X    |  | V  | NA   |
| 33   | IV   | NA   | NA   |  | V  | NA  | NA   |  | V  | NA   |
| 36   | IV   | X  | X    |  | V  | X   | X    |  | V  | NA   |
| 42   | IV   | X  | NA   |  | V  | X   | NA   |  | V  | X    |
| 48   | IV   | X  | NA   |  | V  | X   | NA   |  | V  | NA   |
| 54   | IV   | NA   | NA   |  | V  | NA  | NA   |  | V  | NA   |
| 60   | IV   | NA   | NA   |  | V  | NA  | NA   |  | V  | NA   |
| 66   | IV   | NA   | NA   |  | V  | NA  | NA   |  | V  | NA   |
| 72   | V  | NA   | NA   |  | V  | NA  | NA   |  | V  | NA   |
| 78   | 2020   | NA   | NA   |  | 2370   | NA  | NA   |  | V  | NA   |
| 84   | 2020   | NA   | NA   |  | 2380   | NA  | NA   |  | 2730                                       | NA   |
| 90   | 2030   | NA   | NA   |  | 2390   | NA  | NA   |  | 2740                                       | NA   |
| 96   | 2040   | NA   | NA   |  | 2400   | NA  | NA   |  | 2750                                       | NA   |
| 102  | 2050   | NA   | NA   |  | 2410   | NA  | NA   |  | 2750                                       | NA   |
| 108  | 2060   | NA   | NA   |  | 2410   | NA  | NA   |  | 2760                                       | NA   |
|  | RCCP   | Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe   |      |  |  |     |      |  | 2770                                       | NA   |
|  | PVC  | Polyvinyl Chloride Pipe  |      |  |  |     |      |  |  |      |
|  | CPVC   | Corrugated Polyvinyl Chloride Pipe   |      |  |  |     |      |  |  |      |
|  | ESCP   | Extra Strength Clay Pipe   |      |  |  |     |      |  |  |      |
|  | X  | This material may be used for the given pipe diameter and fill height.   |      |  |  |     |      |  |  |      |
|  | NA   | This material is Not Acceptable for the given pipe diameter and fill height.   |      |  |  |     |      |  |  |      |
|  | Note   | RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack. |      |  |  |     |      |  |  |      |

| STORM SEWERS (metric)   |   |     |      |      |   |     |      |   |      |
|---|---|-----|------|------|---|-----|------|---|------|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE |   |     |      |      |   |     |      |   |      |
| Nominal Diameter in.  | Type 5  |     |      |      | Type 6  |     |      | Type 7  |      |
|   | Fill Height: Greater than 20' not exceeding 25' |     |      |      | Fill Height: Greater than 25' not exceeding 30' |     |      | Fill Height: Greater than 30' not exceeding 35' |      |
|   | RCCP  | PVC | CPVC | CPVC | RCCP  | PVC | CPVC | RCCP  | CPVC |
| 250   | NA  | X   | X    | X    | NA  | X   | X    | NA  | X    |
| 300   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 375   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 450   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 525   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 600   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 675   | IV  | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 750   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 825   | IV  | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 900   | IV  | X   | X    | X    | V   | X   | X    | V   | X    |
| 1050  | IV  | X   | NA   | NA   | V   | X   | NA   | V   | NA   |
| 1200  | IV  | X   | NA   | NA   | V   | X   | NA   | V   | NA   |
| 1350  | IV  | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 1500  | IV  | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 1650  | IV  | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 1800  | V   | NA  | NA   | NA   | V   | NA  | NA   | V   | NA   |
| 1950  | 100   | NA  | NA   | NA   | 110   | NA  | NA   | 130   | NA   |
| 2100  | 100   | NA  | NA   | NA   | 110   | NA  | NA   | 130   | NA   |
| 2250  | 100   | NA  | NA   | NA   | 110   | NA  | NA   | 130   | NA   |
| 2400  | 100   | NA  | NA   | NA   | 120   | NA  | NA   | 130   | NA   |
| 2550  | 100   | NA  | NA   | NA   | 120   | NA  | NA   | 130   | NA   |
| 2700  | 100   | NA  | NA   | NA   | 120   | NA  | NA   | 130   | NA   |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.



Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

“**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used.”

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

“**1040.08 Polypropylene (PP) Pipe.** Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

80325

## **PAYROLLS AND PAYROLL RECORDS (BDE)**

Effective: January 1, 2014

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

### **“STATEMENTS AND PAYROLLS**

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.”

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

### **“IV. COMPLIANCE WITH THE PREVAILING WAGE ACT**

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

**PORTLAND CEMENT CONCRETE – CURING OF ABUTMENTS AND PIERS (BDE)**

Effective: January 1, 2014

Revise Note 7/ of the Index Table of Curing and Protection of Concrete Construction of Article 1020.13 of the Standard Specifications to read:

“7/ Asphalt emulsion for waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18. The top surfaces of abutments and piers shall be cured according to Article 1020.13(a)(3) or (5).”

80332

## PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

“As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second.”

80326

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

## QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

80281



## REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

**“508.05 Placing and Securing.** All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted on precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum “Quality Control / Quality Assurance Program for Precast Concrete Products”, and for precast prestressed concrete products as indicated in the Department’s current “Manual for Fabrication of Precast Prestressed Concrete Products”. Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage.”

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

“Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer.”

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

“Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed.”

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

“In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns).”

Revise Article 1042.03(d) of the Standard Specifications to read:

“(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within  $\pm 1/4$  in. ( $\pm 6$  mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site.”

80327

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

**“669.01 Description.** This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

**“669.08 Contaminated Soil and/or Groundwater Monitoring.** The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

**"669.09 Contaminated Soil and/or Groundwater Management and Disposal.** The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than  $10^{-7}$  cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

**"669.14 Final Environmental Construction Report.** At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL."

80283

## REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

**“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials.** Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

80319

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

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

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

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

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

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



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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

## **WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, 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.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) 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 provisions of the Americans with 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program 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 minorities and women.

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 minorities and women 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 employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women 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, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such 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 its 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 their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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 employees who are minorities and women 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 good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith 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 contracting agency 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 referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. 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 contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. 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. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

**11. 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 the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours 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; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency 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](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. Davis-Bacon and Related Act Provisions**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages**

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, 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 29 CFR 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), 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 Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The 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.

(3) In the event the contractor, the laborers or mechanics to be employed in the 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 questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, 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 contracting agency 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of 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. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action 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.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

##### d. 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.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for



debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 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 U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the 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 or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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 contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased 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 or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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 or propose 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 VI 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 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 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 contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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 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. 3704).

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.3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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, Form FHWA-1022 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:

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 under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier 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 first tier 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 first tier 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 contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier 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," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first 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 entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective 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.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-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;

(3) 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 (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective 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 Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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 exceeding the \$25,000 threshold.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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 dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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 participating in covered transactions 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.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is 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 its bid or proposal that the participant 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.