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

#### **PREQUALIFICATION**

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

#### **REQUESTS FOR AUTHORIZATION TO BID**

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

#### WHO CAN BID?

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

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

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

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

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

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

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

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

Technical Questions about downloading these files may be directed to Roseanne Nance (217)-785-5875 or <a href="mailto:nancer@dot.il.gov">nancer@dot.il.gov</a>

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

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

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

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

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

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of plans and proposals	217/782-7806
Electronic plans and proposals	217/785-5875

#### **ADDENDUMS TO THE PROPOSAL FORMS**

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

# 93

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAI** 

See instructions inside front cover)

Proposal Submitted By	
Name	
Address	
City	

# Letting January 21, 2005

# **NOTICE TO PROSPECTIVE BIDDERS**

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction. (SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Springfield, Illinois 62764

Contract No. 83713
DUPAGE County
Section 02-00090-00-BT (Addison)
Route SALT CREEK GREENWAY TRAIL
Project M-8003(222)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified Check</u> is included

Prepared by

F

Checked by

Printed by authority of the State of Illinois

#### **INSTRUCTIONS**

**ABOUT IDOT PROPOSALS**: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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

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

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

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

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

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

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

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806



**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

1.	Proposal of

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

Contract No. 83713
DUPAGE County
Section 02-00090-00-BT (Addison)
Project M-8003(222)
Route SALT CREEK GREENWAY TRAIL
District 1 Construction Funds

Project consists of aggregate and bituminous bike trails, the construction of two prefabricated pedestrian bridges, retaining walls, installation of signs, landscaping and all the incidental work necessary to complete the project from Salt Creek Forest Preserve to Villa Avenue at 2nd Street in the Village of Addison.

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

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

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

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

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

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

ified Check Here
sals, the amount must be equal to the sum e guaranty check is placed in another proposal,
·

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

BD 354 (Rev. 11/2001)

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

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

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

#### **Schedule of Combination Bids**

Combination		Combination B	Combination Bid				
No.	Sections Included in Combination	Dollars	Cents				

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

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83713 STATE JOB #- C-91-283-02 PPS NBR - 1-10745-0000

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PROJECT NUMBER  SALT  SALT  CREEK  GREENWAY  TRAIL	UNIT PRICE TOTAL PRICE DOLLARS CTS															
(ADDISON) M-8003	UNIT OF QUANTITY	EACH 10.000 )	EACH 6.000 )	EACH 3.000 )	EACH 8.000 )	EACH 34.000	EACH 18.000	EACH 22.000 >	UNIT 100.000	SQ M 92.000		METER 121.000 )	ETER 50	二二	SQ M 3,208.000 )	SQ M 341.000
COUNTY NAME CODE         DIST         SECTION           DUPAGE         043         01         02-00090-00-BT (	ITEM NUMBER PAY ITEM DESCRIPTION	00116 T-ACERX FREM AB	06716 T-QUERCUS MACR	0962 T-AMELAN LAEV CL 4	01616 T-CRAT CRU-I TF 2	02124 S-COTONEASTER API 2'C	02224 E-PICEA PUNG GLAU 2'C	02724 E-PINUS NIGRA 2'C	39110 CALA ACUT STRI CG	30564 PAVER BRICKS	X030565 ALUM SIGN POST SPL	X030566 UD 4-1/C#2 1 1/C#2G	X030567 RUSTIC RAIL FENCE	X030568 MODIFIED TIMBER RAIL	X030569 LIME TRAIL SCREEN 50	IX030570 PEDEST BR SUPERSTRU

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440203	GUTTER REM	METER METER	83.000		] ]
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)50	SIDEWALK REM	SQ	75.000 x		 
10465	SLOPE WALL REMOV	1	80.00		1 1
10522	PIPE CULVERT REMOV	· —	10.000 x		]   
20100	STRUCTURE EXCAVATION	CUM	264.000 x		 
5030350	CONC STRUCT	CUM	99.80		 
5080205	REINF BARS, EPOXY CTD	KG	19,780.000 x		 
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QUANTITY	40.000 x	. 00	   2.000 X	. 00	00	20.00	1.00	90.00	5.00	406.000 X	18.300 X	   1.000 X	00.00	   152.000 X	383.000 X	
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PAY ITEM DESCRIPTION	PRC FL-END SEC 300	PRC FL-END SEC	PRC FL-END SEC 450	P CUL CL A 1 300	P CUL CL A 1 375	P CUL CL A 1 450	MAN A 1.2D T1F CL	CONC GUTTER TB	CH LK FENCE 1.8 SPL	CH LK FENCE REMOV	SIGN PANEL T1	RELOC SIGN PANEL T1	METAL POST TY A	THPL PVT MK LINE 150	THPL PVT MK LINE 30	
ITEM	42E112	542E116	542E120	542H020	542H025	542H030	6021410	6060290	340220	20	7200100	7240710	7290100	7800115	7800125	

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

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SALT 02-00090-00-BT (ADDISON) DUPAGE

ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 83713

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# NOTE:

EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.

THERE IS A DISCREPANCY BETWEEN THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY. 2

IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. က

BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. ⋖ 4

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

#### I. GENERAL

- **A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for termination of the contract and the suspension or debarment of the bidder.

#### **II. ASSURANCES**

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

#### B. Felons

1. The Illinois Procurement Code provides:

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

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

#### C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

- (a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.
- 2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### C. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

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

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

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

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

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

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

#### E. International Anti-Boycott

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

#### F. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

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

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

#### I. ADDENDA

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

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

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

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

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and each of its subcontractors. Unless otherwise directed in writing by the Department, 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 may be indicated as to be subcontracted.

\_\_\_\_\_

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.

#### **IV. DISCLOSURES**

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

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

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

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

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

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

#### C. <u>Disclosure Form Instructions</u>

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

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

#### **CERTIFICATION STATEMENT**

ac	nave determined that the Form A disclosure inform ccurate, and all forms are hereby incorporated by orms or amendments to previously submitted form	reference in this bid. Any	necessary additional				
•	(Bidding Company)						
	Name of Authorized Representative (type or print)	esentative (type or print)  Title of Authorized Representation					
	Signature of Authoriz	Signature of Authorized Representative					

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

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES NO
3.	Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$90,420.00? YES NO
	(Note: Only one set of forms needs to be completed <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
bidding e authorize	answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the 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 ed to execute contracts for your organization. <b>Photocopied or stamped signatures are not acceptable</b> . The person signing can be, but have to be, the person for which the form is being completed. The bidder is responsible for the accuracy of any information provided.
	swer to each of the above questions is "NO", then the <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by that is authorized to execute contracts for your company.
bidding 6	Identifying Other Contracts & Procurement Related Information  Disclosure Form B must be completed for each bid submitted by the must be signed by an individual who is authorized to execute contracts for the bidding entity. Note: Signing the NOT ABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed and dated or the bidder considered nonresponsive and the bid will not be accepted.
ongoing	er shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:
agency pattached	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 pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development ust be included. Bidders who submit Affidavits of Availability are suggested to use Option II.
"See Affi agency p	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 davit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois lending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.
Bidders	Submitting More Than One Bid
	submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms nce.
	ne bid submitted for letting item contains the Form A disclosures or Certification Statement and the Form B sclosures. The following letting items incorporate the said forms by reference:

# **ILLINOIS DEPARTMENT OF TRANSPORTATION**

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

Contractor Name		
egal Address		
ity, State, Zip		
elephone Number	Email Address	Fax Number (if available)
CS 500). Vendors desiring to enter intential conflict of interest information blicly available contract file. This Fontracts. A publicly traded company requirements set forth in Form A.	nto a contract with the State as specified in this Disclos orm A must be completed f or may submit a 10K disclo See Disclosure Form Inst	
DIS	CLOSURE OF FINANCIA	AL INFORMATION
60% of the Governor's salary as of 7/1 orm A for each individual meeting t FOR INDIVIDUAL (type or print info	/01). (Make copies of this these requirements)	r an interest which has a value of more than \$90,4 form as necessary and attach a separate Discl
NAME:		
ADDRESS		
Type of ownership/distributable i	ncome share:	
stock sole proprietor % or \$ value of ownership/distributa		hip other: (explain on separate sheet):
		or "No" to indicate which, if any, of the following y question is "Yes", please attach additional pages
(a) State employment, currently o	r in the previous 3 years, inc	cluding contractual employment of services.  YesNo
If your answer is yes, please a	nswer each of the following	
Are you currently an o Highway Authority?	officer or employee of either	the Capitol Development Board or the Illinois Toll YesNo
currently appointed to exceeds \$90,420.00,	or employed by any agency	any agency of the State of Illinois? If you are of the State of Illinois, and your annual salary ary as of 7/1/01) provide the name the State

3.	If you are currently appointed to or employed by any agency salary exceeds \$90,420.00, (60% of the Governor's salary as (i) more than 7 1/2% of the total distributable income of y corporation, or (ii) an amount in excess of the salary of the Governor's salary of the Governor to the salary of the salary of the Governor to the salary of the salary of the Governor to the salary of the sal	s of 7/1/01) are you entitled to receive our firm, partnership, association or
4.	If you are currently appointed to or employed by any agency salary exceeds \$90,420.00, (60% of the Governor's salary as or minor children entitled to receive (i) more than 15% in aggin of your firm, partnership, association or corporation, or (ii) as salary of the Governor?	s of 7/1/01) are you and your spouse regate of the total distributable income
` '	employment of spouse, father, mother, son, or daughter, including previous 2 years.	ng contractual employment for services
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or em Board or the Illinois Toll Highway Authority?	ployee of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or of Illinois? If your spouse or minor children is/are currently apagency of the State of Illinois, and his/her annual salary exce Governor's salary as of 7/1/01) provide the name of the spous of the State agency for which he/she is employed and his/her a	pointed to or employed by any eeds \$90,420.00, (60% of the se and/or minor children, the name
3.	If your spouse or any minor children is/are currently appointed State of Illinois, and his/her annual salary exceeds \$90,420.00 as of 7/1/01) are you entitled to receive (i) more than 71/2% of firm, partnership, association or corporation, or (ii) an amound Governor?	O, (60% of the salary of the Governor the total distributable income of your
4.	If your spouse or any minor children are currently appointed to State of Illinois, and his/her annual salary exceeds \$90,420.00,7/1/01) are you and your spouse or any minor children entitled aggregate of the total distributable income from your firm, partr (ii) an amount in excess of 2 times the salary of the Governor?	(60% of the Governor's salary as of to receive (i) more than 15% in the nership, association or corporation, or
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the local government authorized by the Constitution of the State of currently or in the previous 3 years.	
• ,	onship to anyone holding elective office currently or in the previously daughter.	ous 2 years; spouse, father, mother, YesNo
Americ of the S	ntive office; the holding of any appointive government office of the ca, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation charge of that office currently or in the previous 3 years.	n of the State of Illinois or the statues
` '	nship to anyone holding appointive office currently or in the previously.	vious 2 years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any register	red lobbyist of the State government.  Yes No

(h) Relationship to a son, or daughter.	nyone who is or was a registered lobbyist in the previous 2 years; s Yes _	pouse, father, mother, No					
committee registe	nployment, currently or in the previous 3 years, by any registered or red with the Secretary of State or any county clerk of the State of Il registered with either the Secretary of State or the Federal Board of Yes _	linois, or any political					
last 2 years by any county clerk of the	nyone; spouse, father, mother, son, or daughter; who was a comper y registered election or re-election committee registered with the Se e State of Illinois, or any political action committee registered with e ral Board of Elections.  Yes _	ecretary of State or any					
	APPLICABLE STATEMENT						
This Disclosure Fo	rm A is submitted on behalf of the INDIVIDUAL named on previ	ious page.					
Completed by:							
•	Name of Authorized Representative (type or print)						
Completed by:							
•	Title of Authorized Representative (type or print)						
Completed by:							
•	Signature of Individual or Authorized Representative	Date					
	NOT APPLICABLE STATEMENT	_					
I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.							
This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.							
	Name of Authorized Representative (type or print)						
	Title of Authorized Representative (type or print)						
	Signature of Authorized Representative	Date					

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Procurement Related Information Disclosure

			Disclosure	,
Contractor Name				
Legal Address				
City, State, Zip				
Telephone Number		Email Address	Fax Number (if	available)
L	tion contained in th	is Form is required by	the Section 50-35 of the III	inois Procurement
		•	cly available contract file. Th	
be completed for bids in e			•	
DISCLOS	SURE OF OTHER	CONTRACTS AND PI	ROCUREMENT RELATED	INFORMATION
has any pending contra any other State of Illinoi	cts (including lease s agency: Yes	es), bids, proposals, or No	nation. The BIDDER shall id other ongoing procurement ture box on the bottom of thi	relationship with
			ng State of Illinois agency nes as necessary). SEE DISC	
	THE FC	DLLOWING STATEME	NT MUST BE SIGNED	
	Na	ame of Authorized Represen	tative (type or print)	
	Т	itle of Authorized Represent	ative (type or print)	_
		Signature of Authorized F	Representative	Date

#### **SPECIAL NOTICE TO CONTRACTORS**

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



Contract No. 83713
DUPAGE County
Section 02-00090-00-BT (Addison)
Project M-8003(222)
Route SALT CREEK GREENWAY TRAIL
District 1 Construction Funds

PART I. IDENTIFICA	ATION																	
Dept. Human Rights	#						_ Du	ration o	of Proje	ect: _								
Name of Bidder:																_		
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder ha k is to be	s analyz perform	ed mir ed, an	d for th d fema	ne locati	ons fro	m whic	h the b	idder re	cruits	employe	es, and he	ereb	y subm	its the follo	owin con	ig workfo	n orce
		TOTA	AL Wo	rkforce	Project	ion for	Contra	act					Ī	(	CURRENT			ES
				MIN	ORITY E	EMPLO	YEES			TRA	AINEES				TO BE			
JOB CATEGORIES	TO <sup>-</sup> EMPLO		BLACK HISPANIC		ANIC	*OTHER MINOR.		APPREN- TICES		ON THE JOB TRAINEES		TOTAL EMPLOYEES			MINORITY EMPLOYEES			
	М	F	М	F	M	F	М	F	М	F	M	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																	<u> </u>	
EQUIPMENT OPERATORS																	ı	
MECHANICS																		
TRUCK DRIVERS																	<u></u>	
IRONWORKERS													_					
CARPENTERS													-					
CEMENT MASONS													-					
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																	1	
LABORERS, UNSKILLED													-					
TOTAL													-					
-	TAR	LE C								·			יםי	-N 4 N 1	LICE OF	11.37		1
T	OTAL Tra		ojectio	n for C	ontract				7		F	OR DEPA	٩KI	IVIEN I	USE OF	NL Y		
EMPLOYEES TOTAL *OTHER					7													
IN	EMPLO			ACK		ANIC	_	NOR.	_									
TRAINING	М	F	M	F	M	F	М	F										
APPRENTICES			1	I	1	1	1	1	1									

ON THE JOB TRAINEES

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

Note: See instructions on the next page

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

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Project M-8003(222)
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#### PART II. WORKFORCE PROJECTION - continued

В.		led in "Total Employ the undersigned bid				of <b>new hires</b>	that would be employed	in the
		undersigned bidder precruited from the	orojects that ne area	in which			new hires located; and/or (note in which the bidder's po	umber)
	office	or base of operation	is located.	_ 110W 111100 W	odia be reordite		a iii willoii tile bladel o pi	moipai
C.		ded in "Total Employersigned bidder as we					s to be employed directly by subcontractors.	by the
	The ube dir	indersigned bidder e rectly employed by the byed by subcontractor	stimates tha ne prime cor ors.	t (number) ntractor and th	nat (number)		persons	ons will will be
PART	III. AFF	FIRMATIVE ACTION	PLAN					
A.	utiliza in any comm (geard utiliza	ition projection includ y job category, and nencement of work, ed to the completio	led under <b>P</b> A in the event develop an n stages of Such Affirma	ART II is detendenthat the under detection of the contract	rmined to be an ersigned bidder vritten Affirmati ) whereby defi	underutilization is awarded the ve Action Plar ciencies in mi	minority and female emon of minority persons or whis contract, he/she will, per including a specific time nority and/or female emon lby the contracting agen	women orior to netable ployee
B.	subm	undersigned bidder itted herein, and the part of the contract s	goals and ti	imetable inclu	that the minori ded under an A	ty and female Affirmative Action	employee utilization pro on Plan if required, are d	jection eemed
Comp	any	· · · · · · · · · · · · · · · · · · ·			Tele	phone Numbe	r	
Addre	ss				<del>-</del>			
				NOTICE RE	GARDING SIGNA	ATURE		
	The E	Bidder's signature on the sto be completed only	ne Proposal S if revisions are	ignature Sheet e required.	will constitute the	signing of this t	form. The following signatur	e block
	Signa	iture:			Title:		Date:	
Instructi	ions:	All tables must include s	subcontractor po	ersonnel in additi	on to prime contrac	tor personnel.		
Table A		(Table B) that will be al	located to contr	ract work, and ind	clude all apprentice	s and on-the-job to	nd the total number currently e rainees. The "Total Employees' e employed on the contract work	" column
Table B	-	Include all employees c currently employed.	urrently employ	ed that will be all	ocated to the contra	act work including	any apprentices and on-the-job	trainees
Table C	: -	Indicate the racial break	down of the total	al apprentices an	d on-the-job trainee	s shown in Table	A. BC-1256-Pg. 2 (R	ev. 3/98)

## **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. <u>CERTIFICATION</u>, <u>EQUAL EMPLOYMENT OPPORTUNITY</u>:

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

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#### 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.

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
<u>-</u>		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Rusiness Address	
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address	
	Corporate Name	
(IF A JOINT VENTURE)	_,	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, p	olease attach an addit	ional signature sheet.



# Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

	Item No.
	Letting Date
KNOW ALL MEN BY THESE PRESENTS, That We	
as PRINCIPAL, and	
·	as SURETY, are
Article 102.09 of the "Standard Specifications for Road and Brid	ANOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in lige Construction" in effect on the date of invitation for bids, whichever is the lesser sum, well ment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.
	IS SUCH, That Whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF the improvement designated by the Transportation Bulletin Item Number and Letting Date
the bidding and contract documents, submit a DBE Utilization Pl PRINCIPAL shall enter into a contract in accordance with the ter coverages and providing such bond as specified with good and st labor and material furnished in the prosecution thereof; or if, in ti into such contract and to give the specified bond, the PRINCIPA	d proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in lan that is accepted and approved by the Department; and if, after award by the Department, the rms of the bidding and contract documents including evidence of the required insurance ufficient surety for the faithful performance of such contract and for the prompt payment of the event of the failure of the PRINCIPAL to make the required DBE submission or to enter L pays to the Department the difference not to exceed the penalty hereof between the amount ne Department may contract with another party to perform the work covered by said bid a shall remain in full force and effect.
Surety shall pay the penal sum to the Department within fifteen (	AL has failed to comply with any requirement as set forth in the preceding paragraph, then 15) days of written demand therefor. If Surety does not make full payment within such amount owed. Surety is liable to the Department for all its expenses, including attorney's e or in part.
In TESTIMONY WHEREOF, the said PRINCIPAL and th day of	e said SURETY have caused this instrument to be signed by their respective officers this A.D.,
PRINCIPAL	SURETY
(Company Name)	(Company Name)
By:	By:
(Signature & Title)	(Signature of Attorney-in-Fact)
Note	ary Certification for Principal and Surety
STATE OF ILLINOIS, COUNTY OF	
I,	, a Notary Public in and for said County, do hereby certify that
and	
(Insert names of individ	uals signing on behalf of PRINCIPAL & SURETY)
	nose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and ged respectively, that they signed and delivered said instrument as their free and voluntary
Given under my hand and notarial seal thisd	ay of A.D
My commission expires	
	Notary Public
	n, the Principal may file an Electronic Bid Bond. By signing below the Principal is ensuring cipal and Surety are firmly bound unto the State of Illinois under the conditions of the bid
Electronic Bid Bond ID# Company/Bidder Name	Signature and Title

# PROPOSAL ENVELOPE



# **PROPOSALS**

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

Item No.	Item No.	Item No.

### Submitted By:

Name:	
Address:	
Phone No.	

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

Engineer of Design and Environment - Room 323 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.

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DUPAGE County
Section 02-00090-00-BT (Addison)
Project M-8003(222)
Route SALT CREEK GREENWAY TRAIL
District 1 Construction Funds



# Illinois Department of Transportation

### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., January 21, 2005. 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:

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Project M-8003(222)
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Project consists of aggregate and bituminous bike trails, the construction of two prefabricated pedestrian bridges, retaining walls, installation of signs, landscaping and all the incidental work necessary to complete the project from Salt Creek Forest Preserve to Villa Avenue at 2nd Street in the Village of Addison.

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

CHECKSHEET FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2004 (Rev. 7/1/04)

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

**ERRATA** 

Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) ( Revised 1-1-04)

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## SUPPLEMENTAL SPECIFICATIONS

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251	Mulch	4
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442	Payement Patching	6
449	Removal and Replacement of Preformed Elastomeric Compression Joint Seal	7
501	Removal of Existing Structures	8
503	Concrete Structures	9
505	Steel Structures	10
506	Cleaning and Painting Metal Surfaces	13
508	Reinforcement Bars	14
512	Piling	15
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669	Removal and Disposal of Regulated Substances	18
671	Mobilization	19
702	Work Zone Traffic Control Devices	20
1003	Fine Aggregates	21
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1020	Portland Cement Concrete	25
1021	Concrete Admixtures	32
1022	Concrete Curing Materials	33
1024	Nonshrink Grout	35
1056	Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert pipe	37
1060	Waterproofing Materials	38
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1070	Foundation and Breakaway Devices	
1077	Post and Foundation	
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The following RECURRING SPECIAL PROVISIONS and RECURRING LOCAL ROADS AND STREETS SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

### RECURRING SPECIAL PROVISIONS

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## BDE SPECIAL PROVISIONS For The January 21, 2005 Letting

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

	<u>'g.</u>	Special Provision Title	Effective	Revised
80099	<u>#</u>	Accessible Pedestrian Signals (APS)	April 1, 2003	
* 80141		Additional Award Criteria	June 1, 2004	
<u>\$0052_56</u>	(MAXIII. / AUA	Adjusting Frames and Grates	Aug. 1, 2001	Nov. 1, 2001
80093	<del>-</del>	Articulated Block Revetment Mat	Jan. 1, 2003	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Bituminous	June 1, 1989	June 30,1994
		Concrete Surface Removal		
80128		Authority of Railroad Engineer	July 1, 2004	
80065		Bituminous Base Course/Widening Superpave	April 1, 2002	April 1, 2004
<u>-80050_59</u>	3	Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
* 80142		Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	Ail 4 2004
80066		Bridge Deck Construction	April 1, 2002	April 1, 2004
50261	-	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001 Aug. 1, 2001
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990 Sept. 1, 1990	Aug. 1, 2001 Aug. 1, 2001
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990 Sept. 1, 1990	Aug. 1, 2001 Aug. 1, 2001
50531		Building Removal-Case IV (No Asbestos)	April 1, 2004	Aug. 1, 2001
80118	_	Butt Joints	Jan. 1, 2001	
80031	-	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Nov. 1, 2002	Nov. 2, 2002
80077	<u>,</u>	Chair Supports	April 1, 2001	Nov. 1, 2003
<u>80051 60</u>		Coarse Aggregate for Trench Backfill, Backfill and Bedding	Jan. 1, 2003	July 1, 2004
80094 67	<u> </u>	Concrete Admixtures	Jan. 1, 2004	April 2, 2004
80112		Concrete Barrier	Nov. 1, 2002	, tp/ii 2, 200 i
80078		Controlled Aggregate Mixing System Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80102	、	Curb Ramps for Sidewalk	Jan. 1, 2004	5aly 1, 255 .
80113 72 80114 75		Curing and Protection of Concrete Construction	Jan. 1, 2004	
80114 75 80029 83		Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 1, 2004
<u>80029</u> 83	_	Epoxy Coatings for Steel Reinforcement	April 1, 2003	.,
31578	<u>-</u>	Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80041 80055 92	, -	Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103 80103	<u>-</u>	Expansion Joints	Aug. 1, 2003	,
-80101 93	3 X	Flagger Vests	April 1, 2003	
_80079 94		Freeze-Thaw Rating	Nov. 1, 2002	
		Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
<u>80054</u> 96		Hand Vibrator	Nov. 1, 2003	•
80109	<u>-</u>	Impact Attenuators	Nov. 1, 2003	
80110	<del> </del>	Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104		Inlet Filters	Aug. 1, 2003	, ,
80080		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
80067	_	Light Emitting Diode (LED) Signal Head	April 1, 2002	Aug. 1, 2003
80081		Lime Gradation Requirements	Nov. 1, 2002	•
80133		Lime Stabilized Soil Mixture	Nov. 1, 2004	
80045	<del> </del>	Material Transfer Device	June 15, 1999	March 1, 2001
* 80137	3.32 <b>3.</b> 34	Minimum Lane Width with Lane Closure	Jan. 1, 2005	
* 80138		Mulching Seeded Areas	Jan. 1, 2005	
80082	2.1.2 21855	Multilane Pavement Patching	Nov. 1, 2002	a programme de del money i migratino por destrumentado en el comunidad de la c
80129	· · · ·	Notched Wedge Longitudinal Joint	July 1, 2004	
80069	<del> </del>	Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003
00000	L	J 6.22	•	<del>-</del> ·

<u>File Name</u>	<u>Pg.</u>	Special Provision Title	<u>Effec</u>	<u>tive</u>	Revised
00116	# 07 [	X Partial Payments	Sept. 1	, 2003	
80116 80013	91	Pavement and Shoulder Resurfacing		, 2000	July 1, 2004
53600	ļ	Pavement Thickness Determination for Payment	April 1	, 1999	Jan. 1, 2004
<u>.80022</u>	98	X Payment to Subcontractors		, 2000	Sept. 1, 2003
	99	X Personal Protective Equipment	-	, 2004	
80134	<del></del>	Plastic Blockouts for Guardrail	Nov. 1	•	
80073		Polymer Modified Emulsified Asphalt	Nov. 1	•	
80119		Polyurea Pavement Marking	April 1		A
80124		Portable Changeable Message Signs	WERLESON OF THE PROPERTY OF	, 1993	April 2, 2004
* 80139	100	Portland Cement	A Post C i f. ha	, 2005	
	<u>101</u>	Portland Cement Concrete		, 2002 , 2001	Jan. 1, 2004
80036		Portland Cement Concrete Patching		, 2003	Jan. 1, 2004
80095		Precast Block Revetment Mat		, 1999	Nov. 1, 2004
419	<u>102</u>	Precast Concrete Products	April 1		1404. 1, 2004
80120		Precast, Prestressed Concrete Members Preformed Recycled Rubber Joint Filler	Nov. 1	•	
80084		Public Convenience and Safety		, 2000	
80015 80121		PVC Pipeliner		2004	
80121		Railroad, Full-Actuated Controller		2004	
3426I		Railroad Protective Liability Insurance		1986	May 1, 1988
80105		Raised Reflective Pavement Markers (Bridge)		, 2003	
-80011	103.	RAP for Use in Bituminous Concrete Mixtures	Jan. 1	, 2000	April 1, 2002
* 80032		Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier	Jan. 1	, 2001	Jan. 1, 2005
		Terminals			
80085		Sealing Abandoned Water Wells		, 2002	
80131		Seeding and Sodding		, 2004	Nov. 1, 2004
80132		Self-Consolidating Concrete for Precast Products		, 2004	
80074		Shoulder Inlets with Curb		, 2002	
80096	in and the second s	Shoulder Rumble Strips	Street or the Contract of the	, 2003	
* 80140		Shoulder Stabilization at Guardrail	Age to confidence of the second second second second	, 2009 , 2004	
80135		Soil Modification		, 2004	July 1, 2004
80070	Takob Jelo	Stabilized Subbase and Bituminous Shoulders Superpave		2004	July 1, 2004
* 80127	and the contract of the contra	Steel Cost Adjustment Stone for Erosion Protection, Sediment Control, and Rockfill		, 2004	
80117		Subgrade Preparation		, 2002	
80086 80136	110	Superpave Bituminous Concrete Mixture IL-4.75		2004	
80010	111	Superpave Bituminous Concrete Mixtures		, 2000	April 1, 2004
80039	1, 1, 1	Superpave Bituminous Concrete Mixtures (Low ESAL)		, 2001	April 1, 2004
80075		Surface Testing of Pavements	April 1	1, 2002	July 1, 2004
80092		Temporary Concrete Barrier		1, 2002	Nov. 1, 2003
80087	118	Temporary Erosion Control		1, 2002	
80008		Temporary Module Glare Screen System		, 2000	
80106		Temporary Portable Bridge Traffic Signals	_	1, 2003	
80098		Traffic Barrier Terminals		1, 2003	TITURAL AND
* 57291	120	X Traffic Control Deficiency Deduction		1992	Jan. 1, 2005
80088		Traffic Structures		1, 2002	
20338	ı	Training Special Provisions	Oct. 15	i, 1975 I, 2003	
80107		Transient Voltage Surge Suppression	_	i, 2003 I, 2004	
80123		Truck Bed Release Agent	•	1, 2004	÷
80091	101	Underdrain Operations  Weight Control Deficiency Deduction		1, 2002	Aug. 1, 2002
80048		X Weight Control Deficiency Deduction Work Zone Public Information Signs	and a Coping party and flavour parties of a respec	1, 2002	Jan. 1, 2005
* 80090		Work Zone Public mornation Signs  Work Zone Speed Limit Signs	******	2, 2004	April 15, 2004
80125 80126		Work Zone Traffic Control		2, 2004	, , ,
00120		VIOIN ZONO TIGINO CONTO	•		

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Special Provision Title

**Effective** 

Revised

80097 <u>80071 1</u>23

Work Zone Traffic Control Devices X Working Days

Jan. 1, 2003 Jan. 1, 2002

Nov. 1, 2004

#### STATE OF ILLINOIS

## SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002 (hereinafter referred to as the Standard Specifications); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the check sheet provided herein, all of which apply to and govern the construction of

Salt Creek Greenway Trail Section: No. 02-00090-00-BT Project No.: M-8003(222) DuPage County

In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT:

The proposed work is located from Salt Creek Forest Preserve just northeast of the intersection of Elizabeth Drive and Addison Road in the City of Wood Dale to the intersection of Villa Avenue and 2<sup>nd</sup> Street in Villa Park all in DuPage County, Illinois. The alignment generally follows Salt Creek.

#### DESCRIPTION OF PROJECT:

This project consists of the construction of approximately 6,414.80 meters of 3m wide aggregate and bituminous bike trails and 70 meters of on-street bike trail along Riverview Ave. The project also includes installation of culverts, installation of signs, construction of two prefabricated pedestrian bridges, retaining walls, landscaping and all the incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

Revised: November 1, 1996

## MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

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.

## TRAFFIC CONTROL PLAN

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

Special attention is called to Articles 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, City of Wood Dale, Village of Addison, Addison Park District, the Forest Preserve District of DuPage County, and the DuPage County Department of Transportation at least 72 hours in advance of beginning work.

STANDARDS:

701601, 701606, 701701, 702001

**DETAILS:** 

### SPECIAL PROVISIONS:

Recurring Local Roads # 3, Construction Zone Traffic Control Recurring Local Roads #4, Flaggers in Work Zones BDE # 32, Flagger Vests BDE # 92, Traffic Control Deficiency Deduction

STATUS OF UTILITIES TO BE ADJUSTED.

Effective: January 30, 1987 Revised: July 1, 1994

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

Name of Utility Type Location Estimated Dates for

Start and Completion of Relocation or Adjustments

ComEd Power Pole Guy Wire 9+620

ComEd Power Pole Guy Wire 9+823

SBC Distribution Panel 11+175

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.

### **EXISTING UTILITIES**

Existing utilities are shown on the plans according to information obtained from utility companies, municipalities and surveys. The Engineer does not guarantee the accuracy or completeness of this information.

# PRESERVATION OF TREES AND SHRUBS

The Contractor shall remove only those trees and shrubs so designated by the Engineer, or those which directly interfere with the safety or quality of construction practices. The Contractor shall exercise extreme care when working near existing trees and shrubs to avoid damaging those not scheduled for removal, and shall replace any damaged plants at his own expense.

# PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted on the Plans, the existing drainage facilities shall remain in use during the period of construction. Locations of existing drainage structures and sewers as shown on the Plans are approximate. Prior to commencing work, the Contractor, at his own expense, shall determine the exact locations of existing structures which are within the proposed construction site.

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

Unless reconstruction or adjustment of an existing drainage structure is called for on the Plans, the proposed work shall meet the existing elevations of these structures. Should reconstruction or

Salt Creek Greenway Trail Section: 02-00090-00-BT

DuPage County

adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 603 and Article 104.02, respectively, of the "Standard Specifications," unless otherwise noted on the Plans or in the Special Provisions.

The Contractor shall take the necessary precautions when working near or above existing sewers in order to protect these pipes during construction from any damage resulting from his operations. All work and material necessary to replace existing sewers damaged because of noncompliance with this provision shall be as directed by the Engineer in accordance with Section 550 of the "Standard Specifications" and at the Contractor's own expense, and no extra compensation will be allowed.

During construction, if the Contractor encounters or otherwise becomes aware of any sewers or underdrains within the R.O.W. other than those shown on the Plans, he shall so inform the Engineer, who shall direct the work necessary to maintain the facilities in service and to protect them from damage during construction. Any sewers or underdrains to remain within the R.O.W. that are deemed necessary to be replaced by the Engineer shall be replaced or otherwise made to conform to the type requirements of Section 550 of the "Standard Specifications", and the work involved therein will be paid for as specified in Article 109.04 thereof.

# DISPOSAL OF SURPLUS MATERIAL

The Contractor is prohibited from burning <u>any</u> material within or adjacent to the improvement. All excess or waste material shall be hauled away from the site of the improvement by the Contractor and deposited at locations provided by him.

No extra compensation will be allowed the Contractor for any expense incurred by complying with the requirements of this Special Provision.

# REMOVAL OF MISCELLANEOUS ITEMS

Regarding the removal and disposal of any existing fences, gates, signs (except traffic signs) or other miscellaneous items which may interfere with the proposed construction, and which are not paid for separately, the Contractor shall, with the approval of the Engineer, remove and dispose of these items outside the limits of the right-of-way at locations provided by him, and this work shall be considered as incidental to the Contract.

Any existing features and appurtenances to remain which are damaged or removed by the Contractor shall be repaired or replaced by the Contractor at his expense.

# POROUS GRANULAR EMBANKMENT, SUBGRADE

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

This work consists of furnishing, placing, and compacting porous granular material to the lines and grades shown on the plans or as directed by the Engineer in accordance with applicable portions of Section 207 of the Standard Specifications. The material shall be used as a bridging

layer over soft, pumpy, loose soil and for placing under water and shall conform with Article 1004.06 of the Standard Specifications except the gradation shall be as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete

Sieve Size	Percent Passing
*150 mm (6 inches)	97 +/- 3
*100 mm (4 inches)	90 <b>+/-</b> 10in
50 mm (2 inches)	45 +/- 25
75 um (#200)	5 +/- 5

2. Gravel, Crushed Gravel and Pit Run Gravel

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

\*For undercut greater than 450 mm (18 inches) the percent passing the 150 mm (6 inches) sieve may be 90 +/- 10 and the 100 mm (4 inches) sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 600 mm (2 feet) or less or as directed by the Engineer. Each lift of the porous granular material shall be rolled with a vibratory roller meeting the requirements of Article 1101.01 of the Standard Specifications to obtain the desired keying or interlock and compaction. The Engineer shall verify that adequate keying has been obtained.

A 75 mm (3 inches) nominal thickness top lift of capping aggregate having a gradation of CA 6 will be required when Aggregate Subgrade is not specified in the contract and Porous Granular Embankment, Subgrade will be used under the pavement and shoulders. Capping aggregate will not be required when embankment meeting the requirements of Section 207 of the Standard Specifications or granular subbase is placed on top of the porous granular material.

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

Full depth subgrade undercut should occur at limits determined by the Engineer. A transition slope to the full depth of undercut shall be made outside of the undercut limits at a taper of 300 mm (1 foot) longitudinal per 25 mm (1 inch) depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

This work will be measured for payment in accordance with Article 207.04 of the Standard Specifications. When specified on the contract, the theoretical elevation of the bottom of the

aggregate subgrade shall be used to determine the upper limit of Porous Granular Embankment, Subgrade. The volume will be computed by the method of average end areas.

This work shall be paid for at the contract unit price per cubic meter (cubic yard) for POROUS GRANULAR EMBANKMENT, SUBGRADE which price shall include the capping aggregate, when required.

The Porous Granular Embankment, Subgrade shall be used as field conditions warrant at the time of construction. No adjustment in unit price will be allowed for an increase or decrease in quantities from the estimated quantities shown on the plans.

### **EXCAVATION**

This work shall be performed, measured, and paid for in accordance with Section 202 of the Standard Specifications, except as modified herein.

Earth excavation shall not include sidewalk removal or curb and gutter removal or any other items to be removed under separate pay items. Any paved surface shall be removed in a manner so as to maintain a neat line at the edge of the remaining surface to be left in place. A neat edge shall be defined as an approximately vertical face along the surface remaining in place and shall not deviate more than one inch from the line established by the Engineer. The neat edge shall be obtained by cutting with mechanical means other than jackhammers. Full depth saw cutting, if required, shall be included in the cost of the item being removed and will not be measured for payment.

Clearing the proposed path of all obstructions such as existing metal bollards and foundations, planters, shrubs, bushes, and other materials as designated in Article 201.01 shall be incidental to this item.

Excess unsuitable material shall be disposed of by the Contractor.

This item shall be measured as specified in Article 202.08 and paid for at the contract unit price per cubic meter for EARTH EXCAVATION, which price shall include any sawcutting.

#### PIPE CULVERTS

When installing pipe culverts and end sections all necessary grading to provide positive drainage to and from the culverts shall be considered incidental to this item. Restoration of the disturbed areas shall be paid for at the various line items for that work.

Native excavated material, properly compacted in accordance with the Standard Specifications can be used as backfill where the pipe crosses the path.

#### RAMPS FOR THE DISABLED

The Contractor shall construct the path to conform to the dimensional and slope requirements of the standard included in the plans for "Curb Ramps For Sidewalk" at all driveway and roadway crossings or other locations as designated by the Engineer. This work shall be considered incidental to the bike path construction.

## AGGREGATE BASE COURSE, TYPE B

General: This work shall conform to applicable Articles of Section 351, of the Standard Specifications except a spreader shall not be required on the trail sections and the addition of moisture at the point of production of the aggregate base may be required to obtain maximum density of the aggregate base. This shall be at the direction of the Engineer. The Aggregate Base Course, Type B shall be compacted as required by the Engineer. No extra payment shall be due the Contractor for complying with the aforementioned requirements.

The Aggregate Base Course, Type B, shall be a 100% crushed stone CA-6 gradation as per Article 1004.01 of the Standard Specifications.

Method of Measurement and Basis for Payment: The Aggregate Base Course, Type B shall be measured for payment by the square meter. Payment shall be made at the contract unit price for "AGGREGATE BASE COURSE, TYPE B", per square meter of material satisfactorily installed and accepted. This shall be the only payment to the Contractor for this work and no further compensation shall be due.

# LIMESTONE TRAIL SCREENINGS

<u>Description</u>: This work shall conform to the applicable Articles of Section 402, of the Standard Specifications except a spreader shall not be required on the trail sections and the addition of moisture at the point of production of the aggregate surface may be required to obtain maximum density of the aggregate surface. This shall be at the direction of the Engineer. The Limestone Trail Screenings shall be compacted as required by the Engineer. No extra payment shall be due the Contractor for complying with the aforementioned requirements.

The Limestone Trail Screenings, shall be a 100% crushed stone FA-5 gradation as per Article 1003.01 of the Standard Specifications.

Method of Measurement and Basis for Payment: The Limestone Trail Screenings shall be measured for payment by the square meter. Payment shall be made at the contract unit price for LIMESTONE TRAIL SCREENINGS of the thickness specified, per square meter of material satisfactorily installed and accepted. This shall be the only payment to the Contractor for this work and no further compensation shall be due.

### TOPSOIL PLACEMENT

The 150 mm of topsoil to be placed within the 0.6 meter shoulder adjacent to the proposed trails and parking lot must be pulverized prior to placement. Topsoil areas shall be inspected and approved by the Engineer prior to the application of the specified seed mix.

# COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall be performed according to the details shown on the plans and the applicable sections of Section 440 and Section 606 of the Standard Specifications.

All paved surfaces adjacent to the curbs and curb and gutters to be removed shall be saw cut to prevent damage to the pavement during removal operations. Any bituminous surface replacement needed to match existing grades shall be incidental to this item. A depressed curb and gutter shall be installed as shown on the details and shall conform to the dimensions of the existing curb and gutter. This work shall be paid for at the contract unit price per meter for COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT.

## CHAIN LINK FENCE, SPECIAL

This work shall be performed according to the details shown on the plans and the applicable sections of Section 664 of the Standard Specifications.

The chain link fence shall be topped with three strands of barbed wire with similar dimensions and direction to the existing adjacent sections of the fence. Attachments of the wire to the fence will be as approved by the Engineer.

This work shall be paid for at the contract unit price per meter for CHAIN LINK FENCE, SPECIAL.

### CHAIN LINK FENCE REMOVAL

This item consists of the removal and disposal of existing chain link fence at the locations shown in the plans. Fence removal shall include the removal of all posts and foundations in their entirety. All removed materials shall be disposed of by the Contractor, at his expense, outside the limits of the improvement. Holes or excavations resulting from the removal operation shall be backfilled with suitable material and compacted to the satisfaction of the Engineer.

At locations where fence shall be removed adjacent to fence that shall remain, the Contractor shall cut the fence at the fence post to remain, if necessary. The cutting of the fence shall occur at the post to ensure that no cut ends of the fence will be exposed. Wire ties shall be used, if necessary to tie the fence to remain to the post that remains. All fencing between the existing posts that remain shall be removed. No fence material shall extend beyond the posts which would create a hazard for path

users. Connections between the existing fence, existing posts and relocated fence shall be made with the appropriate connections as approved by the Engineer.

Fence Removal shall be measured by the meter, measured between posts that remain in place, for the length of fence removed.

Fence Removal shall be paid for at the contract unit price per meter, measured as specified, for CHAIN LINK FENCE REMOVAL, which payment shall constitute full compensation for removing and disposing of all existing fence materials, including foundations; backfilling and compacting the resulting holes or excavations; connecting existing fence and posts that remain; and furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work as specified.

#### FENCE REMOVAL

This item consists of the removal and disposal of existing fence at the locations shown in the plans. Fence removal shall include the removal of all posts and foundations in their entirety. All removed materials shall be disposed of by the Contractor, at his expense, outside the limits of the improvement. Holes or excavations resulting from the removal operation shall be backfilled with suitable material and compacted to the satisfaction of the Engineer.

At locations where fence shall be removed adjacent to fence that shall remain, the Contractor shall cut the fence at the fence post to remain, if necessary. The cutting of the fence shall occur at the post to ensure that no cut ends of the fence will be exposed. All fencing between the existing posts that remain shall be removed. No fence material shall extend beyond the posts which would create a hazard for path users.

Fence Removal shall be measured by the meter, measured between posts that remain in place, for the length of fence removed.

Fence Removal shall be paid for at the contract unit price per meter, measured as specified, for FENCE REMOVAL, which payment shall constitute full compensation for removing and disposing of all existing fence materials, including foundations; backfilling and compacting the resulting holes or excavations; connecting existing fence and posts that remain; and furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work as specified.

### RUSTIC RAIL FENCE

Timber Split Rail Fence shall consist of three parallel timber rails supported on wooden posts installed where shown on the plans or as directed by the Engineer.

All materials used in the work shall conform to the requirements for the class of material named. The Engineer reserves the right of approval of the manufacturer and type of split rail fence through shop drawing submittals in accordance with 105.04 of the Standard Specifications.

Specific reference is made to the following:

Lumber and Timber-----Section 507
Wood Preservatives-----Subsection 1007
Miscellaneous Metals-----Subsection 1006

Sawed Posts shall be from one of the following species:

Pacific Coast Douglas Fir Western Larch Eastern Hemlock Red (Norway) Pine White Pine Jack Pine Southern Yellow Pine Oak Ponderosa Pine

The fence shall conform to the dimensions shown on the plans. Posts shall be installed into the ground by direct burial. The fence shall consist of three rails, each 10' long and 3" diameter minimum, connected to the posts by means of 2" diameter hollowed out openings in the posts to insert the rails. The ends of the rails shall be tapered to fit into the post openings. The rails shall also be connected to the posts with galvanized gutter spikes. The dimensions are subject to the tolerances as approved by the Engineer. The posts need not be surfaced. Each post furnished shall be not less than three inches longer than the net length shown on the plans. All posts shall have a minimum stress grade rating of 1200f<sub>b</sub>.

Rails furnished for timber split rail fence shall be sawed rails and shall be from one of the following species:

Pacific Coast Douglas Fir Southern Yellow Pine Western Larch Red (Norway) Pine White Pine Oak

Sawed rails shall be furnished treated unless otherwise required on the plans. Sawed rails shall be furnished unsurfaced on all four sides.

Preservative treatment shall be in accordance with Article 1007.12 for fence posts and wood guardrail lumber.

All bolts, nuts, gutter spikes, and miscellaneous hardware furnished for the work shall be in accordance with the design and dimensions shown on the plans. Bolts shall be threaded sufficiently to permit secure fastening and shall be supplied with the necessary washers.

Unless otherwise specified, all bolts, nuts, washers, gutter spikes, and other hardware shall be furnished galvanized.

All work shall be constructed in accordance with the approved shop drawing details. Holes for posts shall be dug at the required location and depth, and the bottom of the holes shall be compacted to provide a stable foundation. A tolerance of plus or minus three inches will be permitted in depth of post holes provided the length of the post is adequate to obtain the required elevation of the finished top. The posts shall be set plumb and with the front faces in a straight line or to conform to such curves as shown on the plans or as directed by the Engineer. The bridge end of the fence shall be placed at each end of the bridge to provide a transition between the fence and the bridge. The first section of fence shall then taper back to a minimum 2' clear offset from the edge of the path. The placed posts shall be backfilled with approved material placed in layers and compacted in such a manner as to avoid disturbing the position or alignment of the post.

After the post has been set, the finished elevation of the top and bottom rails shall be determined and the post cut off and trimmed as shown on the plans. The cut surfaces of treated posts shall be treated with two brush applications of the same type of preservative used in the original treatment. Holes shall be bored in the set posts to support the rails at the required elevation and grade. The rails shall be bolted to the posts, or fastened with gutter spikes, with round headed bolts, with the head at the rail face. The threaded ends of all bolts shall be burred. Where the bolt extends one inch or more through the nut, it shall be cut off at ½ inch from the nut before burring.

This work shall be paid for at the contract unit price per meter for RUSTIC RAIL FENCE, which price shall be full compensation for furnishing all materials, including posts, rails, bolts, preservative, and incidentals; for all excavation, erection, backfilling, and disposal of surplus materials; for preservative treating; and for all labor, tools, equipment, and incidentals necessary to construct the fence complete.

#### TIP DOWN GATES

This work consists of installing drop gates at locations shown on the Plans in accordance with the plan details.

The Engineer reserves the right of approval of the manufacturer of the drop gate in accordance with Article 105.04 of the Standard Specifications.

The drop gates shall be primed and painted yellow in accordance with Section 506 of the Standard Specifications.

The concrete for the base of the drop gates shall be Class SI concrete and installed in accordance with the applicable requirements of Section 503 of the Standard Specifications. The dimensions of the base shall be constructed in accordance with the details shown on the plans and on the shop drawings to be submitted by the Contractor. This work shall be paid for at the contract unit price per each for TIP DOWN GATES which price shall include all labor, equipment, and materials necessary to install the drop gates, including the Class SI Concrete.

### PAVER BRICKS

General. The Contractor shall provide all labor necessary to install paver bricks supplied by the Village and all labor and materials necessary to install aggregate base and sand setting bed between the proposed path and existing paver bricks as indicated on the drawings. The paver bricks will be supplied by the Village of Addison. The Contractor will be required to pick them up at the Village of Addison Public Works facility at 1491 Jeffrey Drive and load and transport the brick pavers to the job site at his own expense.

Material. The aggregate base course shall conform to Article 351 of the Standard Specifications. The bedding and joint sand shall consist of a natural or manufactured sand conforming to ASTM C-33 for fine aggregates. Sand must be free from clay, organic matter of other deleterious material. Mason sand will not be permitted.

Installation. The paver bricks shall be installed after the P.C.C. sidewalk has been installed and the forms removed. The Contractor shall then remove the form work and grade and compact the subgrade in the area between the sidewalk and existing paver bricks to the satisfaction of the Engineer. The aggregate base course shall be installed and then compacted. The Contractor shall then screed a consistent 1" layer of sand over the compacted base material. Care shall be taken to insure the sand is undisturbed prior to the pavers being installed. The paving bricks shall be installed to match the pattern of the existing paver bricks. Once installed, the pavers shall be compacted with a plate compactor. After the first pass spread a thin, uniform layer of bedding sand over the top of the pavers and compact the pavers again. Sweep additional sand into joints until they are full to 1/4" from the top. The excess sand shall then be swept from the pavement. The existing paver bricks to remain shall remain undisturbed. If disturbed, removal and replacement of existing bricks shall not be paid for separately.

Measurement. Paver Bricks will be measured for payment in square meters of paver bricks in place.

Payment. This work shall be paid for at the contract unit price per square meter for PAVER BRICKS, which price shall include all materials, labor and equipment necessary to complete the work as described. Aggregate base course, sand bedding and installation of paver bricks shall be included in the unit price for PAVER BRICKS. Earth excavation and Embankment will be measured and paid for separately.

## RELOCATE SIGN, SPECIAL

This work shall consist of the relocation of a gateway monument and decorative sign at the locations shown on the plans. The Contractor shall remove the monument and sign along with its foundation and relocate the sign to a location approved by the Engineer. The Contractor shall prepare a new foundation similar in size and type to the existing foundation. The type of support and mounting bracket to be used will be submitted to the Engineer for review and approval prior to it's relocation. The Contractor shall ensure that the signs are not damaged during relocation. If damaged, the Contractor shall replace the sign to the satisfaction of the Engineer and shall not be entitle to additional payment.

This work shall be paid for at the contract unit price per each for RELOCATE SIGN, SPECIAL, which price shall include all new foundations, removal of existing foundations not relocated, excavation, backfill, materials, labor and equipment necessary to complete the work as described.

#### REMOVE EXISTING MONUMENT

This item consists of the removal and disposal of an existing monument sign at the location shown in the plans. This item shall include the removal of all posts and foundations in their entirety. It shall also include the removal of existing ground lights for the monument and wiring within the limits of the project. Existing conduit shall be removed as needed and be reused where possible to provide wiring for the new ground light to be installed as part of the new entrance monument. The Contractor shall disconnect the wire from its connection point to the existing circuit and remove the wire up to that point. All removed materials shall be disposed of by the Contractor, at his expense, outside the limits of the improvement. Holes or excavations resulting from the removal operation shall be backfilled with suitable material and compacted to the satisfaction of the Engineer.

This work shall be paid for at the contract unit price per each for REMOVE EXISTING MONUMENT, which price shall include the removal of the monument sign, all foundations, ground lighting, backfill, materials, labor and equipment necessary to complete the work as described.

## ENTRANCE MONUMENT

This work shall consist of furnishing and installing a precast concrete monument sign according to the details and at the location shown on the plans. The monument shall be manufactured by a supplier approved by the Engineer. The Contractor shall submit a catalogue cut of the proposed monument sign and foundation detail to the Engineer for approval prior to purchase. The Engineer reserves the right of approval of the manufacturer of the monument sign in accordance with Article 105.04 of the Standard Specifications.

The color of the concrete for the sign shall be grey with black letters and numbers. The seal of the Village of Addison shall be inlaid within the sign and shall consist of a minimum of two different colors as approved by the Engineer. The seal and descriptions shall be placed on one side of the sign.

The Contractor shall supply and install a new ground mounted light for the purpose of illuminating the sign. New conduit shall be provided as necessary between the new fixture and existing conduit. The Contractor shall provide an approved connection between the new and existing conduit. New wiring matching the existing wiring shall be installed between the point of disconnection of the light that was removed and the new light fixture. The Contractor shall submit shop drawings of the light fixture, conduit, and wiring to the Engineer for approval.

The foundation shall be as recommended by the manufacturer and approved by the Engineer. The Contractor shall excavate only to the minimum dimensions necessary to install the foundation to avoid overexcavating. Once the foundation has been installed, the Contractor shall backfill with

aggregate and compact it in 300mm minimum layers. The sign shall be set level and flush with the adjacent existing ground.

This work shall be paid for at the contract unit price per each for ENTRANCE MONUMENT, which price shall include all materials, labor and equipment necessary to complete the work as described.

## ALUMINUM SIGN POST, SPECIAL

This work shall consist of furnishing aluminum sign posts and installing them utilizing the direct burial method according to the details shown on the plans and in accordance with Section 729 of the Standard Specifications.

The posts shall conform to the dimensions shown on the plans and shall have a black powder coat finish. The contractor shall supply the Engineer with color samples for all paints and finishes.

The aluminum post will be measured for payment in meters. The length to be measured shall be the total length installed as shown on the plans.

This work shall be paid for at the contract unit price per meter for ALUMINUM SIGN POST, SPECIAL. No extra compensation will be allowed for cutting or for increasing the embedment of a post.

## **BENCHES**

#### DESCRIPTION

This item shall consist of furnishing and installing a pedestrian bench complete with all required hardware at locations shown on the plans as specified herein.

#### **MATERIALS**

The bench shall be a metal bench manufactured by a supplier approved by the Engineer. The bench shall be 1.8 meters (6') long with two supports and shall be black in color. The Contractor shall submit a catalogue cut of the proposed bench and pad connection to the Engineer for approval prior to purchase. The Engineer reserves the right of approval of the manufacturer of the bench in accordance with Article 105.04 of the Standard Specifications.

# CONSTRUCTION REQUIREMENTS

The bench shall be set level plumb on a 150 mm (6") thick portland cement concrete sidewalk. The pad shall be constructed adjacent to the existing trail and shall extend 6" beyond the surface plates of the bench. The bench shall be attached to the concrete sidewalk with the use of surface plates and 9.5 mm (3/8") x 100 mm (4") expansion anchor bolts. The Contractor shall drill and grout the anchor bolts into the concrete sidewalk and shall bludgeon the bolts after installation of the bench.

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The sidewalk shall be constructed according to the requirements of Section 424 of the Standard Specifications.

#### BASIS OF PAYMENT

This work will be paid for at the contract unit price per each for BENCHES and per square meter for PORTLAND CEMENT CONCRETE SIDEWALK of the type specified, which price shall be payment in full for all necessary labor and materials for furnishing and installing the bench and concrete sidewalk specified and all other materials necessary to accomplish the work as described.

## INFORMATION KIOSK

General: This work shall include providing all labor, materials, assembly, transportation, equipment and tools necessary to design, fabricate, and install a 3-sided kiosk and its concrete foundation including all hardware and reinforcement.

Construction Requirements: Three 3-sided kiosks shall be provided at various locations along the Salt Creek Greenway Trail. The 3-sided kiosks shall be custom fabricated by an approved interpretive sign manufacturer and installed by the General Contractor onsite. (See plans for general locations). Final locations shall be determined in the field by the Project Engineer.

Materials: The 3-sided kiosk shall be approximately 7'- 6" tall by 2'- 10" wide per side. See drawings for actual dimensioning. The signs shall consist of 1/8" - 3/16" thick aluminum tube frames, custom aluminum extrusions for hinged bulletin case cabinets, and graphic panel holders and shall be powder coated with a black finish. All text on the 3-sided kiosk shall be painted white.

Aluminum Tubing - 1/8" - 3/16" thick w/ black powder coat finish.

Bulletin Case Glass Panel - 1/4 "thick clear Lexan (Plexiglas)

Bulletin Case Backing - 1/4" thick High Density Cork Board (Painted to match Kiosk)

Hardware - Miscellaneous connectors, mounting hardware, shall be hot-dipped & galvanized, and finished to match kiosk. All foundation anchor bolts, nuts, and washers etc... shall be stainless steel.

Paint - Shall be Sherwin Williams exterior grade paints only. Final color selection shall be determined from color samples submitted by the Contractor.

> Kiosk -Black Text - White Cork Board -Black Hardware - Black

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<u>Supplier:</u> The following companies may be able to supply materials and services meeting the specifications for the 3-sided Kiosk:

Manufacturer:	Envirosigns, ltd. 6630 Promler St. NW North Canton, Ohio	Contact. Phone: Fax:	Bob Blick 330-499-1990 330-499-1995
	Hopewell Manufacturing, Inc. 11311 Hopewell Road Hagerstown, MD 21740	Contact. Phone: Fax:	Paul Kramer 301-582-2343 301-582-2343
	Proto Productions, Inc. 840 Fiene Drive Addison, IL 60101	Contact. Phone: Fax:	Ken Hopkins 630-628-6626 630-628-2232
	Best-Ex, Inc. 820 Industrial Ct. P.O. Box 454 Baraboo, WI 53913	Contact. Phone: Fax:	Unknown 800-356-4882 608-356-4883
	KVO Industries 1825 Empire Industrial Ct. Suite A Santa Rosa, CA 95403	Contact. Phone: Fax:	Steve Vandyk 800-657-6412 707-573-6888

Other manufacturers suggested by the Contractor as being an acceptable "substitute" or "equal" will be considered by the Owner after the contract is awarded.

<u>Delivery and Installation:</u> The Contractor shall be fully responsible for delivering the 3-sided kiosk to the project site, including any freight charges. The contractor is also responsible for unloading, assembling, and installing the 3-sided kiosk in accordance with the plans and manufacturer's shop drawings. Any damage occurring to the 3-sided kiosk prior to its installation, and subsequent acceptance by Owner, will be repaired by the Contractor at no additional cost to the Owner.

<u>Submittals:</u> The contractor shall supply the Owner with shop drawings based upon the proposed 3-sided kiosk design in the plan set detailing all hardware, connections and components. In addition color samples shall be provided for all paints and finishes. Samples are also required for the Lexan panel and aluminum tubes and plates at the thickness specified. One full size mock up shall be submitted prior to production of all other units.

Method of Measurement and Payment: This work shall be paid for at the contract unit price for each INFORMATION KIOSK, which price shall be payment in full for all materials, assembly equipment, labor, fabrication and incidentals necessary to complete this item of work including the concrete foundation.

# INFORMATION KIOSK GRAPHIC PANEL

<u>General</u>: The Contractor shall provide professional services which shall include all labor, materials, assembly, transportation, equipment and tools necessary to design, layout, fabricate, deliver and install various sized graphic panels for the Salt Creek Greenway 3-sided kiosks.

Construction Requirements: A total of 9 panels shall be provided for the purpose of placing in 3-sided informational kiosks located at 3 various locations along the Salt Creek Greenway Trail. The Contractor's sign fabricator shall be responsible for all layout and graphic designs for the panels based upon information furnished by the Engineer. Finished panels shall be inserted into a custom framing system by the Contractor.

The graphic panels shall be produced by lamination of an inkjet image printed on vinyl between polycarbonate and aluminum substrates. Layout and design will be required for 9 map panels as follows:

Qty.	Panel Type	Size	Remarks
6	Overall Trail map & Trail Enlargement Map	23-7/8" x 56-1/4"	2x same at each Kiosk
3	Local Area Map	23-7/8" x 21-3/4"	Different at each Kiosk

All panels shall be trimmed to tolerances of +/- 1/32 of an inch. The total thickness of all assembled panel components shall not exceed 0.20".

The Engineer shall be responsible for providing the appropriate information (text, regulations, features, etc...) to be included on the individual graphic panels to the contractor.

Materials: The graphic panels shall consist of a base (substrate), graphic image, and plexiglass cover.

Base/Substrate - 1/16" thick anodized aluminum plate. (alodine)

Image Media – 3M Imaging Media 8522CP (2mil) specially formatted to dry quickly after printing (within 15-30 minutes). ,outdoor weather resistant w/ an adhesive back.

Image Overlaminate – 3M Overlaminate 8520CP Matte. Provides additional ultraviolet and physical protection.

Plexiglass - 1/8" thick clear Lexan.

Edge Sealant - 3M Edge Seal or silicone.

Adhesive - GBC Clear application adhesive. (Double sided laminate)

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Ink Cartridge - HP UV ink cartridge and print head.

Thermal Resin Printer – HP Design Jet 5000 PS 42" Ink Jet Printer w/ HP inkjet tubing system capable of handling UV inks pigmented for UV fastness.

<u>Supplier:</u> The following companies may be able to supply materials and services meeting the specifications for the graphic panels.

Manufacturer:	Envirosigns, ltd. 6630 Promler St. NW North Canton, Ohio	Contact. Phone: Fax:	Bob Blick 330-499-1990 330-499-1995
	Proto Productions, Inc. 840 Fiene Drive Addison, IL 60101	Contact. Phone: Fax:	Ken Hopkins 630-628-6626 630-628-2232
	Fossil Graphics Corp. 44 W. Jerfyn Blvd. Deer Park, NY 11729	Contact. Phone: Fax:	Mark Decesare 631-254-9200 631-254-4172
	Folia Industries, Inc. 58 York Street Huntingdon, Quebec JOS 1HO Canada	Contact. Phone: Fax:	Unknown 888-333-4403 450-264-6066
	KVO Industries 1825 Empire Industrial Ct. Suite A Santa Rosa, CA 95403	Contact. Phone: Fax:	Steve Vandyk 800-657-6412 707-573-6888

Other manufacturers suggested by the Contractor as being an acceptable "substitute" or "equal" will be considered by the Owner after the contract is awarded.

<u>Delivery and Installation:</u> The Contractor shall be fully responsible for delivering the graphic panels, including any freight charges. The contractor is also responsible for unloading, assembling, and installing the graphic panels in accordance with the plans and manufacturer's shop drawings. Any damage occurring to the graphic panels prior to there installation, and subsequent acceptance by Owner, will be repaired/replaced by the Contractor at no additional cost to the Owner.

Submittals: The contractor shall submit the following:

- 1) Sample sign that meets all material and warranty specifications. Sign sample does not have to be full size. 1.1 x 17 would be acceptable.
- 2) A Comprehensive Production Package. (See following requirements).
- 3) Proofs submitted for review and approval shall be right-reading images printed in the actual color order to be used in production, but not mounted to a base substrate or overlaminated.

The requirements for the comprehensive production package shall be as follows:

Computer Files

The panel layout will be created at full size as a QuarkXpress® 5.0 file and will be delivered on a 100MB Macintosh Zip disk. Each file will contain full-color and black and white For Position Only (FPO) low-resolution images in Tagged-Image File Format (TIFF), JPEG or Encapsulated PostScript (EPS) file formats; and associated digitized files (Illustrator® or Photoshop® files that may include clipping paths).

**Annotated Printouts** 

Each computer file will be accompanied by an 11" x 17" color descriptive printout of the panel layout. Each printout shall contain: illustrative images, i.e. photographs and illustrations; written production instructions including color specifications, notes regarding any image manipulation desired, and the kind of reproduction desired, i.e., full-color and black halftone.

Graphic Materials

The computer file and the annotated printout of each panel will be accompanied by original versions of each graphic image appearing on the exhibit panel. The graphic images include:

Color slides of photographs or illustrations;

Original color or black and white photographic prints;

Original color or black and white illustrations;

Graphic Manipulation & adjustments

Graphic manipulation and adjustments includes the complex alteration of photographic or illustrative images requiring specialized equipment, advanced technical skill, artistic judgments, simple image alterations, clipping paths and/or adjustments to existing graphic files typically required before printing. These shall include, but not be limited to:

Retouching photographic elements to revive color in faded original images and improve contrast;

Cropping, scaling and replacing FPO images with hi-resolution images;

Retouching photographs to eliminate dust, scratches or blemishes;

The Contractor shall be responsible for assessment of images. Assessment of images shall include accuracy of color compared to original proofs, text sharpness, gray scale reproduction and quality of mass tones. Images shall be free of multiplexing patterns, banding, spurious writing, pixel drop-out and other undesirable artifacts.

#### Deliverables:

Upon completion of the work, the Contractor shall deliver the following:

Color proofs in final sizes as specified;

Wayside exhibit panels in numbers and final sizes as specified;

100 MB Zip disk(s) or CDs including files that include final individual image masks, hi-res scans, final Tagged-Image File Format (TIFF) or Encapsulated PostScript (EPS) files with photographic retouching or color enhancement, and files created to produce the final exhibit. These files shall be Macintosh-formatted and in their final form prior to rasterization; and

All original black and white photographs, color transparencies, negatives, photographs, illustrations and other source material provided by the Engineer in the original condition in which it was delivered.

Warranty & Acceptance: The Contractor shall guarantee the workmanship against defects in work and material. The Owner reserves the right to reject work performed under this contract due to errors, deviations from these specifications, unsatisfactory quality of performance or damage. At a minimum provide a 3-year warranty free from defect as a result of fading, peeling, temperature extremes, pollution, mild alkalis, petroleum vapors, mild acids, salt, and water.

The fabricated components of the graphics panel shall meet the following requirements: Light fastness of colors: Image failure will consist of a degree of CMYK color fade that causes graphic to be unsuitable for viewing in the context of its intended purpose. Color fade of the image greater than 20%, as measured by densitometer, will be considered failure. Relative image fade of any one color greater than 10% with respect to other colors will be considered failure. Delamination and other mechanical failure: Delamination of either the marking film from the base material or the overlaminate film from the image will be considered failure. Bubbling on or between any surface will be considered failure.

Moisture incursion: Damage to image or wicking of moisture at the edges of the panel will be considered failure.

Panel warping: Extended perceptible warping of the panel while inserted in the base will be considered failure. The warranty does not apply to high-impact styrene.

If during the warranty period, the Owner identifies defective workmanship or materials, the Contractor will be notified, in writing, as to the liability and responsibility for replacement at no cost to the Owner. Replacement shall include all costs of material, labor, production and shipping. Damage from vandalism or acts of God will be excluded from the warranty requirements.

The contractor at no cost to the Owner must replace work rejected within three (3) weeks after notice of unacceptability. Should the Contractor fail to proceed with the work in accordance with the guarantee within seven (7) calendar days from the Notice of Corrective Action(s), the Owner will have such work performed at the expense of the Contractor.

In no event will the Owner be responsible for any extension or delays in the scheduled deliverables or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a

result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

If the Owner returns any work to the Contractor for correction or replacement under this contract, the Contractor shall be liable for transportation charges up to an amount equal to the cost of the transportation by the usual commercial method of shipment from the place of delivery specified in the contract (irrespective of the F.O.B. Point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in the contract. The Contractor shall also bear the responsibility for the work while in transit.

The Contractor shall be liable for the reasonable costs, including travel of personnel, and disassembly and reassembly of larger items when it is necessary to remove the work to be inspected and returned for correction or replacement.

Method of Measurement and Payment: This work shall be paid for at the contract unit price for each INFORMATION KIOSK GRAPHIC PANEL, which price shall be payment in full for all design services graphic layout, materials, assembly equipment, labor, fabrication and incidentals necessary to complete this item of work.

## MODIFIED TIMBER RAIL

**Description:** This work shall consist of the fabrication, furnishing, storage, delivery, removal of selected portions of the existing timber railing, and erection of the modified timber railing, meeting the applicable requirements of Section 507 of the Standard Specifications, for the existing pedestrian bridge indicated on the Plans. Also included in this work shall be the furnishing and installation of all necessary and required fasteners and hardware, painting of the new timber members to match the color and paint of the existing, and miscellaneous items as indicated.

#### Materials:

<u>Timber:</u> Timber incorporated into the completed railing shall conform to the applicable requirements of Section 507 and Section 1007 of the Standard Specifications unless otherwise shown on the plans or approved by the Engineer.

The railing timber members shall conform to the dimensions shown on the Plans. The dimensions are subject to the tolerances as approved by the Engineer. All posts shall have a minimum stress grade rating of  $1200f_b$ .

<u>Preservative Treatment:</u> Preservative treatment shall be in accordance with Article 1007.12 of the Standard Specifications for railing posts and railing members.

<u>Hardware:</u> All bolts, nuts, gutter spikes, and miscellaneous hardware furnished for the work shall be in accordance with the design and dimensions shown on the plans. Bolts shall be threaded sufficiently to permit secure fastening and shall be supplied with the necessary washers.

All hardware shall be in accordance with the requirements of Section 1006.17 of the Standard Specifications, and unless otherwise specified, all bolts, nuts, washers, gutter spikes, and other hardware shall be furnished galvanized.

**Design:** The railings shall be designed per AASHTO Design Specifications for bicycle railings. Smooth rub rails shall be attached to the bicycle railing and located at a bicycle handlebar height of 1.067 meters (3.5 feet) above the top of the deck.

Construction: All work shall be constructed in accordance with the approved shop drawing details. Holes for posts shall be at the required location and depth. The posts shall be set plumb and with the front faces in a straight line.

The rails shall be bolted to the posts, or fastened with gutter spikes, with round headed bolts, with the head at the rail face. The threaded ends of all bolts shall be burred. Where the bolt extends one inch or more through the nut, it shall be cut off at ½ inch from the nut before burring.

Method of Measurement: The modified timber railing will be measured in meters (feet) of completed and accepted timber bridge railings on the existing timber bridge deck.

Basis of Payment: The work shall be paid for at the contract unit price per meter (foot) for MODIFIED TIMBER RAIL" which price shall be full compensation for furnishing all materials, including rails, post, filler pieces, bolts, nails, hardware, preservative, paint, and incidentals; for removal and disposal of selected portions of the existing railing; for furnishing and erecting the new railing; and for all labor, tools, equipment, and incidentals necessary to construct the railing complete.

#### PEDESTRIAN BRIDGE SUPERSTRUCTURE

**Description:** This work shall consist of the design, fabrication, storage, delivery and erection of a welded steel, pedestrian truss superstructure. Also included in this work shall be the furnishing and installation of a timber deck, all bearings, anchors and/or retainers, railings, fencing and miscellaneous items as indicated on the plans.

#### Materials:

<u>Truss:</u> Structural steel shall conform to the requirements of Section 1006 of the Standard Specifications, ASTM A847 for cold formed welded square and rectangular tubing, AASHTO M270 Grade 345W (50W) for atmospheric corrosion resistant structural steel, as applicable, unless otherwise shown on the plans or approved by the Engineer. The minimum design parameters shall be according to AASHTO "Guide Specifications for Design of Pedestrian Bridges". All structural steel field connections shall be bolted with high strength bolts. High strength bolts, including suitable nuts and plain hardened washers, shall conform to the requirements of Article 1006.08 of the Standard Specifications.

<u>Deck:</u> The deck type shall be as specified on the plans. The materials shall comply with the applicable portions of the materials section of the Standard Specifications.

When specified for use, the concrete deck and stay-in-place forms shall be non composite. Metal Forms shall have a minimum thickness of 912 microns (0.0359 in.) or 20 Gage and shall be galvanized per ASTM A653 with a Z350 (G165 min.) coating designation.

Railing: The railing shall consist of a smooth rub rail, a toe plate and misc. elements, all located on the inside face of the truss.

Bearings: The bearing shall be designed and furnished as detailed in the plans, in the absence of details, the bearings details shall be as specified by the bridge manufacturer.

When specified for use, elastomeric bearings shall be according to Article 1083 of the Standard Specifications. Teflon surfaces shall be per Article 1083.03 of the Standard Specification and shall be bonded to the bearing plate.

Suppliers: The manufacturer shall be a company specializing in the design and manufacture of pedestrian bridges. The manufacturer shall be certified by AISC according to Article 106.08(b) of the Standard Specifications. The manufacturer shall provide information, to the satisfaction of the Engineer, demonstrating it has successfully provided bridges of similar scope for a minimum of 10 projects. The submittals demonstrating experience shall include names, addresses and telephone numbers of the owners of the structures. This submittal shall be made at the time of the preconstruction conference. Potential bridge suppliers include but are not limited to:

Continental Custom Bridge Company 8301 State Hwy 29 North Alexandria, Minnesota 56308 800-328-2047, FAX 320-852-7067

Steadfast Bridges 4021 Gault Ave South Fort Payne, Alabama 35967 800-749-7515, FAX 256-845-9750

Excel Bridge Manufacturing Company 12001 Shoemaker Avenue Santa Fe Springs, California 90670 800-548-0054, FAX 562-944-4025

Wheeler Consolidated 9330 James Avenue South Bloomington, MN 55431 800-328-3986, FAX 952-929-2909

Design:

The superstructure shall conform to the clear span, clear width, and railing configuration shown on the contract plans. The AASHTO "Guide Specifications for Design of Pedestrian Bridges" shall govern the design. The design loads shall be as specified by the AASHTO Guide Specification unless otherwise specified in the Contract plans.

The railings shall be designed per AASHTO Design Specifications for bicycle railings. Smooth rub rails shall be attached to the bicycle railing and located at a bicycle handlebar height of 1.1 m (3.5 ft) above the top of the deck.

Prior to beginning construction or fabrication, the Contractor shall submit design calculations and six sets of shop drawings for each pedestrian bridge to the Engineer for review and approval. In addition, for bridges with any span over 46 m (150 ft), or over a State or Federal Route, or within the States Right-of-Way, a copy of the shop drawings will be reviewed and approved for structural adequacy, by the Bureau of Bridges and Structures prior to final approval of shop drawings. The shop drawings shall include all support reactions for each load type. The following certification shall be placed on the first sheet of the bridge shop plans adjacent to the seal and signature of the Structural Engineer:

"I certify that to the best of my knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans and complies with the requirements of the Contract and the current 'AASHTO Guide Specifications for Design of Pedestrian Bridges'."

The substructure is designed per AASHTO and based on the assumed truss loads shown on the plans. If the manufacturer's design exceeds those loads and/or the substructure needs to be adjusted to accommodate the truss superstructure chosen, then the Contractor shall submit the redesign to the Engineer for approval prior to ordering any material or starting construction. All design calculations, shop drawings and redesigned substructure drawings shall be sealed by a Structural Engineer licensed in the State of Illinois.

**Construction:** Truss erection procedures shall be according to the manufacturer's instructions. The deck shall be placed according to the applicable Sections of the Standard Specifications.

When weathering steel is used, all structural steel shall be cleaned and painted according to the Special Provision for "Surface Preparation and Painting Requirements for Weathering Steel.

When painting is specified, all structural steel shall be cleaned and painted according to the Special Provision for "Cleaning and Painting New Metal Structures". The color of the finish coat shall be as specified in the plans.

**Method of Measurement:** The pedestrian truss superstructure will be measured in square meters (square feet) of completed and accepted bridge deck within the limits of the truss superstructure.

Basis of Payment: The pedestrian superstructure will be paid for at the contract unit price per square meter (square foot) for "PEDESTRIAN BRIDGE SUPERSTRUCTURE" which will be payment in full for completing the work as described.

# PERMANENT STEEL SHEET PILING

**Description:** This work shall consist of furnishing and installing the permanent sheet piling to the limits and tolerances shown on the plans according to Section 512 of the Standard Specifications.

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The Contractor shall select from the following table, a sheet pile section to be used for each wall section with an "effective section modulus" equal to or larger than that specified on the plans.

SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * 10 <sup>3</sup> mm <sup>3</sup> /m (in <sup>3</sup> /ft.)	SHEET PILE SECTION DESIGNATION	EFFECTIVE SECTION MODULUS * 10 <sup>3</sup> mm <sup>3</sup> /m (in <sup>3</sup> /ft.)
SZ-10	189 (3.5)	SZ-22	728 (13.5)
SZ-11	216 (4.0)	SPZ-23.5	729 (13.6)
SZ-12	277 (5.1)	PZ-22	823 (15.3)
SZ-14	331 (6.2)	SZ-222	968 (18.0)
CZ-67	349 (6.5)	SZ-24	1072 (19.9)
SZ-15	356 (6.6)	CZ-114RD	1082 (20.1)
CZ-72	393 (7.3)	SZ-25	1105 (20.5)
SZ-14.5	445 (8.3)	PLZ-23	1113 (20.7)
SPZ-16	452 (8.4)	SPZ-23	1153 (21.4)
CZ-84	480 (8.9)	CZ-114	1165 (21.7)
CZ-95RD	550 (10.2)	SZ-27	1206 (22.4)
CZ-95	566 (10.5)	PLZ-25	1236 (23.0)
SZ-18	588 (10.9)	SPZ-26	1311 (24.4)
SPZ-19.5	604 (11.2)	CZ-128	1332 (24.8)
CZ-101	601 (11.3)	PZ-27	1371 (25.5)
SZ-20	648 (12.0)	CZ-134	1415 (26.3)
CZ-107	653 (12.1)	CZ-141	1497 (27.9)
SZ-21	674 (12.5)	CZ-148	1581 (29.4)
SPZ-22	682 (12.7)		
CZ-113	695 (12.9)		f logo ollows

<sup>\*</sup> Effective Section Modulus is computed by taking the effects of corrosion loss allowances and the Hartman reduction factor.

The selection of the sheet pile section shall not relieve the Contractor of the responsibility to satisfy all details including minimum clearances, cover, embedments, reinforcement, shears stud locations, interlocking, and field cutting. Any modifications of the plans to accommodate the Contractors selection shall be paid for by the Contractor and subject to the approval of the Engineer.

**Method of Measurement:** This work will be measured in place in square meters (square feet). Sheet piling associated with other work in this contract or for permanent sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment.

Basis of Payment: This work will be paid for at the contract unit price per square meter (square foot) for PERMANENT STEEL SHEET PILING at the location shown on the plans.

### PIPE HANDRAIL

**Description:** This item shall consist of constructing, priming, painting; delivering and installing the steel pipe railings as specified in Section 509 of the Standard Specifications except as shown in plans and modified herein.

General: The Contractor shall submit to the Engineer for approval shop drawings in accordance with Article 105.04 of the Standard Specifications.

**Method of Measurement:** This item will be measured for payment in meters. The length paid for will be the overall length along the top longitudinal railing member through all posts and gaps except at the openings in the railings provided for pedestrian access.

Basis of Payment: This item will be paid for at contract unit price per meter for PIPE HANDRAIL and will be considered payment in full for the cost of all materials, shop drawings, fabrication, transportation, painting and erection of the railing in the ground and attached to concrete structures, as specified herein, shown on the plans and directed by the Engineer in the field.

# SEGMENTAL CONCRETE BLOCK WALL

**Description:** This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall with a maximum height of 2.0 meters as measured from the top of block elevation to the finished grade line at the wall face.

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

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

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

the contract plans. The location, size, and length of any soil reinforcing connected to the blocks shall be indicated.

- (3) Typical cross section(s) showing the limits of the select granular backfill, soil reinforcement if used in the design. The right-of-way limits shall be indicated as well as the proposed excavation, cut slopes, and the elevation relationship between existing ground conditions and proposed grades.
- (4) All general notes required for constructing the wall.
- (b) All details for the leveling pads, including the steps, shall be shown. The theoretical top of the leveling pad shall either be below the anticipated frost depth or 450 mm (1.5 feet) below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 152 mm (6 in.)
- (c) Cap blocks shall be used to cover the top of the standard block units. The top course of blocks and cap blocks shall be stepped to satisfy the top of block line shown on the contract plans.
- (d) All details of the block and/or soil reinforcement placement around all appurtenances located behind, on top of, or passing through the wall shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular design arrangement shall also be submitted.
- (e) All details of the blocks, including color and texture shall be shown. The exterior face shall preferably be straight, textured with a "split rock face" pattern, and Buff in color unless otherwise stated on the plans.
- (f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.
- (g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins. The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans.

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

Materials: The materials shall meet the following requirements:

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

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

- 1. Fly ash shall be according to Article 1010.03.
- 2. Ground granulated blast-furnace slag shall be according to AASHTO M 302.
- Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation. Chert gravel may be used based on past in-service satisfactory performance, in the environment in which the product was used.
- Water shall be according to Section 1002.
- 5. Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.
- (b) Select Granular Backfill: The material behind the blocks and above a 1:1 slope extending upward from either the back of the bottom block or soil reinforcement (whichever is greater) shall consist of either a coarse aggregate according to Article 1004.06(a), or a fine aggregate according to the first sentence of Article 1003.04(a). The aggregate used shall also meet the following:

Coarse Aggregate Gradation

CA 6 thru CA 16 (Article 1004.01(c))

Fine Aggregate Gradation

FA 1, FA 2, or FA 20 (Article 1003.01(c))

Coarse Aggregate Quality

Minimum Class C (Article 1004.01(b))

Fine Aggregate Quality

Minimum Class C (Article 1003.01(b))

Internal Friction Angle

34° minimum (AASHTO T 236)

pН

4.5 to 9 (AASHTO T 289)

When a fine aggregate is selected, the rear of all block joints shall be covered by a non-woven needle punch geotextile filter material according to Article 1080.05 of the Standard Specifications and shall have a minimum permeability according to ASTM D 4491 of 0.008 cm/sec. All fabric overlaps shall be 150 mm (6 inches) and non-sewn. As an alternative to the geotextile, a coarse aggregate shall be placed against the back face of the blocks to create a minimum 300 mm (12 inches) wide continuous gradation filter to prevent the select fill material from passing through the block joints.

- (c) Leveling pad: The material shall be either Class SI concrete according to Article 1020.04 or compacted coarse aggregate according to Articles 1004.04, (a) and (b). The compacted coarse aggregate gradation shall be CA 6 or CA 10.
- (d) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -29 and 60° C (-20 and 140° F). The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

ASTM D-638 Test Method for Tensile Properties of Plastic

ASTM D-1248 Specification for Polyethylene Plastics Molding and Extrusion Materials

ASTM D-4218 Test Method for Carbon Black Content in Polyethylene Compounds

ASTM D-5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics

GG1-Standard Test Method for Geogrid Rib Tensile Strength

GG2-Standard Test Method for Geogrid Junction Strength

GG4-Standard Practice for Determination of the Long Term Design Strength of Geogrid

GG5-Standard Practice for Evaluating Geogrid Pullout Behavior

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

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

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

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

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

The select granular backfill lift placement shall closely follow the erection of each coarse of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. If soil reinforcement is used, the select granular backfill material shall be leveled and compacted before placing and attaching the soil reinforcement to the blocks. The soil reinforcement shall be pulled taut, staked in place, and select fill placed from the rear face of the blocks outward. The lift thickness shall be the lesser of 255 mm (10 inches) loose measurement or the proposed block height.

The select granular backfill shall be compacted according to Article 205.06, except the minimum required compaction shall be 95% of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The top 300 mm (12 inches) of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans.

Salt Creek Greenway Trail Section: 02-00090-00-BT DuPage County

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 12 mm (1/2 inch) when measured along a 3 m (10 ft.) straight edge.

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

Basis of Payment: This work will be paid for at the contract unit price per square meter (square foot) for SEGMENTAL CONCRETE BLOCK WALL, which price shall include all labor, materials, including all necessary select backfill, porous granular backfill, 4" diameter pipe under-drain, shoring or bracing required to complete the work as shown or specified. Impervious fill shown on the drawing shall be paid for as FURNISHED EXCAVATION OR EARTH EXCAVATION.

#### APPENDIX A

Boring Locations Diagram

Applied GeoScience, Inc.

APPENDIX B

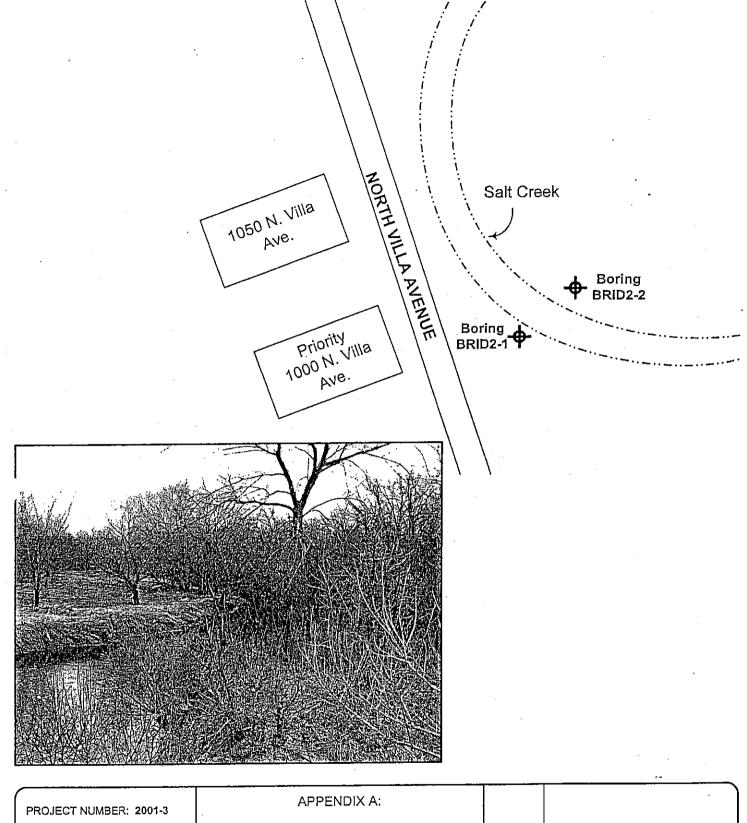
Boring Logs

BORING LOG NO. BRID1-1 Sheet 1 of 2 2001-3 AGI Job No. PROJECT Proposed Salt Creek Greenway Trail CLIENT BRW LOCATION OFFSET (ft): STATION: 240 E. Lake Street 12 + 535TESTS SAMPLES COUNTY: DuPage DRY DENSITY PCF % RECOVERY GRAPHIC LOG PLASTICITY, SPT.- N BLOWS / FT. Failure Type SITE NO .: DEPTH (FT.) MOISTURE, HNu Units, CITY & STATE: Addison, Illinois NUMBER Ou tsf SOIL Datum: SURFACE ELEVATION FILL, silty sandy clay with organic, dk. 1.0 brown FILL, silty clay with sand & gravel, brown tr. gray, very stiff to hard 22 2.0 SS 85 10 15 N = 25 $\nabla$ 100 19 4.1 SS 2 4 В 5 9.5 5 FINE SAND, tr. silt, gray, med. dense N = 1011.5 SILTY CLAY, some sand & gravel, gray, hard to stiff 18 4.8 100 SS 3 S 7 10 N = 171.6 100 23 SS 19.0 В 8 FINE SAND, tr. fine gravel, gray, med. 10 dense to dense N = 18100 SS 7 5 11 12 N = 236 SS 100 14 16 N = 30Continued on Next Page 1-9-02 **FINISHED** STARTED 1-8-02 Applied GeoScience, Inc. WATER LEVEL OBSERVATIONS 45-C DRILL RIG FEI 2385 Hammond Drive, Suite 6 DRILL CO. 又 WD WL Schaumburg, Illinois 60173 ΒE ASS'T DRILLER Mike DRILLER ¥ A8 19 Tel: (847) 303-0300 WL APPROVED SG Fax: (847) 303-0900 AMM ENG/GEOL. V WL

BORING LOG NO. BRID1-1 Sheet 2 of 2 2001-3 AGI Job No. **PROJECT** CLIENT Proposed Salt Creek Greenway Trail BRW LOCATION STATION: OFFSET (ft): 240 E. Lake Street 12 + 535TESTS SAMPLES COUNTY: DuPage HNu Units, ppm DRY DENSITY PCF GRAPHIC LOG SPŤ - N BLOWS / FT. RECOVERY PLASTICITY, Qu tsf Failure Type SITE NO .: MOISTURE, DEPTH (FT.) CITY & STATE: Addison, Illinois NUMBER TYPE % (continued) FINE SAND, tr. fine gravel, gray, med. SS 100 10 7 , dense to dense 12 13 N = 25100 8 SS 13 14 20 N = 34100 SS 10 15 13 N = 28100 10 SS 14 22 N = 3651.5 60 19 11 SS SAND & LIMESTONE, gray, extremely 0 8 50 53.0 dense 50 Spoon Refusal @ 53 feet Apparent in Bedrock END OF BORING 1-9-02 Applied GeoScience, Inc. 1-8-02 **FINISHED** STARTED WATER LEVEL OBSERVATIONS 2385 Hammond Drive, Suite 6 Schaumburg, Illinois 60173 45-C FE **DRILL RIG** DRILL CO. 又 WD 8 ASS'T DRILLER ΒE DRILLER Mike Y 19 WL AΒ Tel: (847) 303-0300 Fax: (847) 303-0900 SG APPROVED ENG/GEOL. AMM V WL

## APPENDIX A

Boring Locations Diagram



**Boring Location Map** 

CLIENT NAME: BRW

SITE LOCATION:

DATE: January 22, 2002

Proposed Salt Creek Greenway Trail Bridge #2 Villa Park, Illinois



Applied GeoScience, Inc. 2385 Hammond Drive, Ste. 6 Schaumburg, Illinois 60173 (847) 303-0300

APPENDIX B

Boring Logs

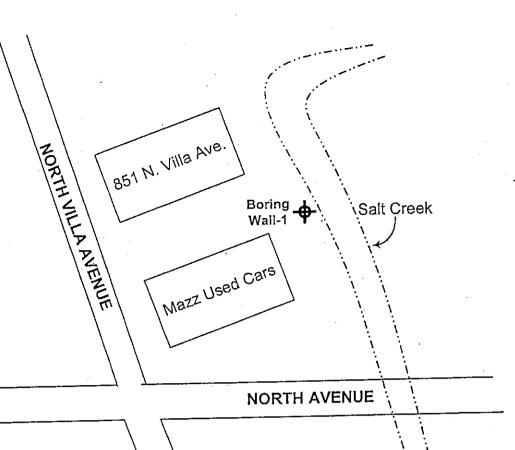
Applied GeoScience, Inc.

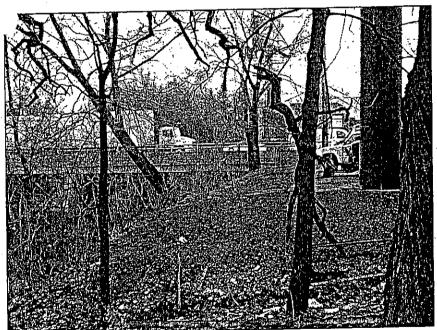
BORING LOG NO. BRID2-1 Sheet 1 of 2 2001-3 AGI Job No. PROJECT CLIENT Proposed Salt Creek Greenway Trail **BRW** LOCATION OFFSET (ft): STATION: North Villa Avenue 15 + 876TESTS SAMPLES DuPage mdd COUNTY: DENSITY GRAPHIC LOG PLASTICITY, % RECOVERY SPT:N BLOWS/FT. Failure Type SITE NO .: (FT.) MOISTURE, HNu Units, CITY & STATE: Villa Park, Illinois NUMBER DEPTH ( Qu tsf SOIL DRY I PCF Datum: SURFACE ELEVATION 1.0 FILL, silty sandy clay with organic, black SILTY CLAY, with organic, some sand, dk. brown, stiff 1.0 SS 95 28 3 4 5 5.0 N = 9SANDY SILTY CLAY, some gravel, brown-gray, very stiff 100 2.4 2 SS 16 5 5 N = 1011.5 SILTY CLAY, tr. limestone gravel, gray, very stiff to stiff 100 18 2.6 SS 3 3. 5  $\nabla$ 6 N = 11SS 100 21 1.12 4 Y 5 N = 91.1 100 22 2 5 SS 8 5 N = 828,5 SS 100 6 FINE TO MEDIUM SAND, tr. silt & gravel, 8 11 gray, med. dense N = 19Continued on Next Page 1-22-02 1-22-02 **FINISHED** STARTED Applied GeoScience, Inc. WATER LEVEL OBSERVATIONS ATV WCD **DRILL RIG** DRILL CO. 2385 Hammond Drive, Suite 6  $\nabla$ WD 15 WL Schaumburg, Illinois 60173 Tel: (847) 303-0300 HE ASS'T DRILLER Gap DRILLER ¥ 20 ΑВ WL Fax: (847) 303-0900 SG **APPROVED** ENG/GEOL. **AMM** V WL.

BORING LOG NO. BRID2-1 AGI Job No. 2001-3 Sheet 2 of 2 **PROJECT** CLIENT Proposed Salt Creek Greenway Trail **BRW** LOCATION STATION: OFFSET (ft): North Villa Avenue 15 + 876SAMPLES TESTS COUNTY: DuPage ద DRY DENSITY PCF **SRAPHIC LOG** SITE NO .: SPT - N BLOWS / FT. % RECOVERY Ou tsf Failure Type PLASTICITY, DEPTH (FT.) MOISTURE, HNu Units, CITY & STATE: Villa Park, Illinois (continued) 7 7 SS 100 FINE TO MEDIUM SAND, tr. silt & gravel, 9 gray, med dense to dense 13 N = 228 SS 100 6 11 14 N = 256 9 SS 100 7 5 N = 1210 SS 100 21 30 12 N = 4251.5 SAND & GRAVEL, gray, dense 22 11 SS 100 19 13 N = 3256.0 SILT & SAND, some limestone gravel, gray, dense, wet 16 12 SS 100 16 60.0 14 61.0 Auger Refusal @ 61 feet, piece of limestone gravel at the tip of the e spoon N = 30END OF BORING 1-22-02 1-22-02 FINISHED Applied GeoScience, Inc. STARTED WATER LEVEL OBSERVATIONS 2385 Hammond Drive, Suite 6 Schaumburg, Illinois 60173 ATV 又 WL 15 WD DRILL CO. WCD **DRILL RIG** HE Y DRILLER ASS'T DRILLER WL 20 ΑВ Gap Tel: (847) 303-0300 Fax: (847) 303-0900 V SG ENG/GEOL. AMM APPROVED WL

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COUNTY: DuPage SITE NO.: CITY & STATE: Villa Park, Illinois		GRAPHIC LOG	DEРТН (FT.)	SPT - N BLOWS / FT.	NUMBER	TYPE	% RECOVERY	MOISTURE, %	DRY DENSITY PCF	Qu tsf Fallure Type	HNu Units, ppm	SOIL PLASTICITY, %
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PROJECT NUMBER: 2001-3

CLIENT NAME: BRW

DATE: January 22, 2002

APPENDIX A:

Boring Location Map

SITE LOCATION:

Proposed Salt Creek Greenway Trail Wall #1 Villa Park, Illinois



Not to Scale

Applied GeoScience, Inc. 2385 Hammond Drive, Ste. 6 Schaumburg, Illinois 60173 (847) 303-0300

# APPENDIX A

Boring Locations Diagram

## APPENDIX B

Boring Logs

Applied GeoScience, Inc.

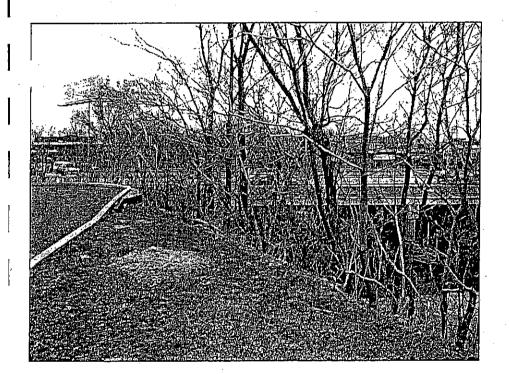
AGI Job No. 2001-3	BORING	LOG	NC	). W	AL	L-1					She	et 1 of 1
CLIENT	BRW			PROJECT Proposed Salt Creek Greenway Trail						rail		
STATION:	STATION: OFFSET (ft):				١	Vorth	Ave	and	North V	/illa Ave		
				S	AMP	LES	,		,	TES	TS	
COUNTY: DuPage SITE NO.: CITY & STATE: Villa Park,	Illinois	GRAPHIC LOG	БЕРТН (FT.)	SPT - N BLOWS / FT.	NUMBER	TYPE	% RECOVERY	MOISTURE, %	DRY DENSITY PCF	Qu tsf Failure Type	HNu Units, ppm	SOIL PLASTICITY, %
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END OF B	ORING ,									:		
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### **NORTH AVENUE**

NORTH VILLA AVENUE

Boring Wall-2

Salt Creek



PROJECT NUMBER: 2001-3

APPENDIX A:

CLIENT NAME: BRW

**Boring Location Map** 

SITE LOCATION:

DATE: January 10, 2002

Proposed Salt Creek Greenway Trail Wall #2

Villa Park, Illinois



Not to Scale

Applied GeoScience, Inc. 2385 Hammond Drive, Ste. 6 Schaumburg, Illinois 60173 (847) 303-0300

BORING LOG NO. WALL-2 Sheet 1 of 1 AGI Job No. 2001-3 **PROJECT** CLIENT Proposed Salt Creek Greenway Trail BRW LOCATION OFFSET (ft): STATION: North Ave. and North Villa Ave. TESTS SAMPLES COUNTY: DuPage HNu Units, ppm DRY DENSITY PCF GRAPHIC LOG RECOVERY SPT - N BLOWS / FT. Qu tsf Failure Type PLASTICITY, SITE NO .: DEPTH (FT.) MOISTURE, CITY & STATE: Villa Park, Illinois NUMBER SOIL Datum: SURFACE ELEVATION FILL, silty sandy clay with organic, black to dk. brown, stiff 1.5 SS 95 30 1 3 6 5.0 N = 15SILTY CLAY, some sand & gravel, brown, hard SS 100 17 4.5 15 20 N = 35SS 100 18 4.5 8 15  $\nabla$ 22 N = 3718.0 SS 100 19 3.2 SILTY CLAY, tr. sand & gravel, gray, 8 В 15 very stiff 24 20-N = 3950 SS 60 50 24.5 49 SAND & LIMESTONE GRAVEL, gray, N = 9926.0 extremely dense Auger Refusal @ 26 feet Apparent Bedrock END OF BORING 1-10-02 Applied GeoScience, Inc. 1-10-02 FINISHED STARTED WATER LEVEL OBSERVATIONS 45-C 2385 Hammond Drive, Suite 6 DRILL CO. CDC DRILL RIG  $\nabla$ WL 15 Schaumburg, Illinois 60173 Mike ASS'T DRILLER JR DRILLER ¥ WL Tel: (847) 303-0300 Fax: (847) 303-0900 SG ENG/GEOL. AMM **APPROVED** V WL



### Storm Water Pollution Prevention Plan

Route	Salt Creek Greenway Trail	Marked	
Section	02-00090-00-BT	Contract #	83713
County	DuPage		
Environr  I certify accorda	mental Protection Agency for storm water disc under penalty of law that this document ar nce with a system designed to assure that	charges from Construction  od all attachments were put to the property of the contract of the	Permit Number ILR10, issued by the Illinois Site Activities.  prepared under my direction or supervision in perly gathered and evaluated the information stem, or those persons directly responsible for
gatherin am awa	a the information, the information submitted is	s, to the best of my knowle	edge and belief, true, accurate and complete. I cluding the possibility of fine and imprisonment
	Sall		3/04
	Signature		Date
Project I	Manager-URS		

### 1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):
  - The Proposed Improvement consists of construction of bike trail from the Salt Creek Park Forest Preserve just north of the intersection of Addison Road and Elizabeth Drive in Wood Dale south to the intersection of Villa Avenue and Second Street in Elmhurst. The project area is located within the City of Wood Dale, Village of Addison, and City of Elmhurst. The trail lies within Sections 16, 21, 28, 27, and 34 in Addison Township and Section 3 in York Township. The project area lies within roadway right-of-way of DuPage County, Addison and IDOT. Additional trail lengths are located within the Forest Preserve District of DuPage County and the Addison Park District.
- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary): Contractor will install temporary erosion control facilities prior to excavation for the proposed trail. After excavation for the trail and swales, the Contractor will install the aggregate base followed by the aggregate, bituminous or concrete surface. Topsoil and seed or sod will then be placed to complete the project.

BDE 2342

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

acres

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 9.6 acres

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

#### 2. Controls

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

### a. Erosion and Sediment Controls

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

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

Page 2

- 1. Permanent seeding Class 1B and 4A along with sod shall be placed after completion of the final grading and topsoil placement.
- 2. Earth stockpiles shall be temporary seeded if they are to remain unused for more than fourteen days.

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

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

- 1. Temporary Perimeter Erosion Barrier In the effort to contain silt and runoff from leaving the site, silt filter fence shall be placed along areas that drain away from proposed improvement.
- 2. Ditch checks will be placed at intervals along the proposed swales adjacent to the trail.
- 3. Inlet and Pipe Protection will be placed at the entrance to culverts under the proposed trail.

### b. Storm Water Management

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

- (I) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff on site; and sequential systems (which combine several practices). The practices selected for implementation were determined on the basis of the technical guidance in Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.
- (ii)
  All runoff from the site will drain by overland flow from the trail to either a swale adjacent to the trail or an underground stormwater system where the trail is adjacent to an existing road. Except for the width of the trail itself, all runoff will occur within reseeded or resodded areas of the project. Due to the nature and use of the improvement, pollutants are not expected.

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

1. Storm water run-off will be overland flow.

#### c. Other Controls

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

### d. Approved State or Local Plans

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

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

All management practices, controls, and others provisions provided in this project are in accordance with IDOT Standard Specifications for Road and Bridge Construction adopted January 1, 2002.

#### 3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

All erosion and sediment control measures will be checked weekly and after each significant rainfall (0.5 inches or greater in a 24 hour period). The following items will be checked.

- 1. Seeding all exposed areas with the potential for erosion will be temporary seeded on a weekly basis.
- 2. Silt Filter Fence.
- 3. Ditch check locations.
- 4. Inlet and Pipe Protection locations.

All maintenance of erosion control system will be the responsibility of the contractor. All locations where vehicles enter or exit the construction site and all other areas subject to erosion should also be inspected periodically.

#### 4. Inspections

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

Page 4

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

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

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

### 5. Non-Storm Water Discharges

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

Page 5

A source of non storm water discharge within the project limits will be from watering of seeding for erosion control or landscaping purposes. The use of perimeter erosion barrier will be utilized to prevent pollution of off-site areas.

On site maintenance of equipment must be performed in accordance with environmental law, such as proper storage and no dumping of old engine oil or other fluids on site.

#### Good Housekeeping

- 1. An effort will be made to store only enough product required to do the job.
- 2. All materials stored on site will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
- 3. Products will be kept in their original containers with the original manufacturer's label.
- 4. Substances will not be mixed with one another unless recommended by the manufacturer.
- 5. The site superintendent will inspect daily to ensure proper use and disposal of materials on the site.
- 6. Whenever possible, all of a product will be used up before disposing of the container.
- 7. Follow manufacturer's recommended practices for use and disposal.



### **Contractor Certification Statement**

This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

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Section 02-	00090-00-BT		Contract #	83713		
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## NOTICE OF INTENT (NOI) ILLINOIS ENVIRONMENTAL PROTECTION AGENCY GENERAL PERMIT TO DISCHARGE STORM WATER **CONSTRUCTION SITE ACTIVITIES**

Please use the tab or arrow keys

OWNER INFORMATION

NAME:	LAST FIRST MIDDLE OWNER TYPE: Village of Addison CITY																
MAILING ADDRESS:	1491 Jeffrey	/ Drive															
CITY:	Addison					STATE: ILLINOIS			z	ZIP: 60101			.1				
CONTACT PERSON:	Mr. Steve W	/einstock									TELEP NUMB			REA (	CODE	NUMBER 620-202	:0
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TYPE OF CONSTRUCTION  TYPE BRIEF DESCRIPTION OF PROJECT:  Construction of bike trail																	
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information required by this form must be provided to comply with This form has been approved by the Forms Management Center. 55

### ADJUSTING FRAMES AND GRATES (BDE)

Effective: August 1, 2001 Revised: November 1, 2001

Add the following to Article 602.02 of the Standard Specifications:

- - Note 2. HDPE plastic adjusting rings may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 75 mm (3 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

HDPE plastic adjusting rings shall be manufactured from Class B HDPE plastic, as identified in ASTM D 1248, using the injection molding process. They shall be designed and tested to meet or exceed an HS25 wheel load according to the AASHTO Standard Specifications for Highway Bridges and shall be stabilized against the effects of ultra violet light.

Recycled material may be used. If recycled material is used, only polyethylene and less than two percent polypropylene will be allowed in the reclaim process. All feed stock shall be tested by the manufacturer on a procurement/production batch basis to verify the following property values:

Physical Property	Test Standard	Value
Melt Flow Index	ASTM D 1238	0.30 to 30.0 g/10 min (0.01 to 1.06 oz/10 min)
Specific Gravity	ASTM D 792	0.84 to 0.98
Tensile Strength, Yield	ASTM D 638	13,800 kPa (2000 psi) minimum

HDPE plastic adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. Ripples or sags are limited to less than ten percent of the surface. The actual diameter or length shall not vary more than 3 mm (0.125 in.) from the specified diameter or length. Variations in height are limited to  $\pm$  1.6 mm (0.063 in.) for parts up to 50 mm (2 in.) or  $\pm$  3 mm (0.125 in.) for parts from 50 mm (2 in.) to 75 mm (3 in.). Variations shall not exceed 6 mm (0.25 in.) from flat (dish, bow or convoluting edge) or 3 mm (0.125 in.) for bulges or dips in the surface.

Note 3. Riser rings fabricated from recycled rubber may be used to adjust the frames and grates of drainage and utility structures up to a maximum of 50 mm (2 in.). They shall be installed and sealed underneath the frames according to the manufacturer's specifications.

Recycled rubber products shall consist of no less than 80 percent by weight recycled rubber. The riser shall meet or exceed the following when maintained at  $23 \pm 2^{\circ}$ C (73  $\pm$  3°F) for at least 24 hours prior to and during testing.

Physical Property	Test Standard	Value
Density	ASTM C 642-90	1.10 ± 0.034 g/cu cm (68.63 ± 2.11 lb/cu ft)
Durometer Hardness	ASTM D 2240-97 Shore A	72 ± 6 <sup>1</sup>
Compression Deformation under 1000 kPa (145 psi)	ASTM D 575 —Test Method B Test of Specified Force	9 ± 4 %
Compression Set	ASTM D 395 – Illinois Modified Test Method B Compression Set under Constant Deflection in Air	5 ± 3 % <sup>2</sup>
Weathering (70 hrs at 70 °C (158 °F)) Hardness retained	ASTM D 573	98 %, minimum
Freeze/thaw when exposed to deicing chemicals	ASTM C 672-91	3 % loss, maximum

<sup>&</sup>lt;sup>1</sup>Average of three tests over a 28 mm (1.12 in.) diameter sample.

<sup>2</sup> Samples compressed to 75 percent of initial height.

Recycled rubber adjusting rings shall have no void areas, cracks, or tears, and have no effects due to exposure to ultraviolet light. The actual diameter or length shall not vary more than 3 mm (0.125 in.) from the specified diameter or length. Variations in height are limited to  $\pm$  1.6 mm (0.063 in.) for parts up to 50 mm (2 in.)."

Revise Article 603.08 of the Standard Specifications to read:

"603.08 Adjusting Rings. As an option to Articles 603.03 through 603.07, the adjustment of frames and grates may be accomplished through the use of adjusting rings that fit on top of the frame. These adjusting rings shall be fabricated as a one-piece assembly from gray iron, ductile iron or structural steel. They shall provide a structural capacity equal to or greater than the existing frame and shall not affect the opening size or surface appearance. The rings shall have a device for positively positioning and fastening the ring to the existing frame to prevent movement under traffic."

80052

### BITUMINOUS CONCRETE SURFACE COURSE (BDE)

Effective: April 1, 2001 Revised: April 1, 2003

Replace the fourth paragraph of Article 406.23(b) of the Standard Specifications with the following:

"Mixture for cracks, joints, flangeways, leveling binder (machine method), leveling binder (hand method) and binder course in excess of 103 percent of the quantity specified by the Engineer will not be measured for payment.

Surface course mixture in excess of 103 percent of adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures will be calculated as follows:

Adjusted Plan Quantity =  $C \times Q$  quantity shown on the plans or as specified by the Engineer.

where C = metric: 
$$C = \frac{G_{mb} \times 24.99}{U}$$
 English:  $C = \frac{G_{mb} \times 46.8}{U}$ 

and where:

G<sub>mb</sub> = average bulk specific gravity from approved mix design.

U = Unit weight of surface course shown on the plans in kg/sq m/25 mm (lb/sq yd/in.), used to estimate plan quantity.

24.99 = metric constant.

46.8 = English constant.

If project circumstances warrant a new surface course mix design, the above equations shall be used to calculate the adjusted plan quantity for each mix design using its respective average bulk specific gravity."

80050

### COARSE AGGREGATE FOR TRENCH BACKFILL, BACKFILL AND BEDDING (BDE)

Effective: April 1, 2001

Revised: November 1, 2003

Revise Article 208.02 of the Standard Specifications to read:

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

- (b) Coarse Aggregate (Note 2)......1004.06
  - Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.
  - Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first sentence of the second paragraph of subparagraph (b) in Article 208.03 of the Standard Specifications to read:

"Any material meeting the requirements of Articles 1003.04 or 1004.06 which has been excavated from the trenches shall be used for backfilling the trenches."

Add the following to the end of Article 542.02 of the Standard Specifications:

- - Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.
  - Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first and second sentences of the second paragraph of subparagraph (a) of Article 542.04 of the Standard Specifications to read:

"The unstable and unsuitable material shall be removed to a depth determined by the Engineer and for a width of one diameter (or equivalent diameter) of the pipe on each side of the pipe culvert, and replaced with aggregate. Rock shall be removed to an elevation 300 mm (1 ft) lower than the bottom of the pipe or to a depth equal to 40 mm/m (1/2 in./ft) of ultimate fill height over the top of the pipe culvert, whichever is the greater depth, and for a width as specified in (b) below, and replaced with aggregate."

Revise the second paragraph of subparagraph (c) of Article 542.04 of the Standard Specifications to read:

"Well compacted aggregate, at least 100 mm (4 in.) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except well compacted impervious material shall be used for the outer 1 m (3 ft) at each end of the pipe. When the trench has been widened by the removal and replacement of unstable or unsuitable material, the foundation material shall be placed for a width not less than the above specified widths on each side of the pipe. The aggregate and impervious material shall be approved by the Engineer and shall be compacted to the Engineer's satisfaction by mechanical means."

Revise subparagraph (e) of Article 542.04 of the Standard Specifications to read:

"(e) Backfilling. As soon as the condition of the pipe culvert will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe culvert, except at the outer 1 m (3 ft) at each end of the culvert which shall be backfilled with impervious material. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate and impervious material shall be placed in 200 mm (8 in.) layers, loose measurement. When using PVC, PE, or corrugated metal pipe, the aggregate shall be continued to a height of at least 300 mm (1 ft) above the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means. When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

When using PVC, PE, or corrugated metal pipe a minimum of 300 mm (1 ft) of cover from the top of the pipe to the top of the subgrade will be required.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench shall be backfilled with select material, from excavation or borrow, free from large or frozen lumps, clods or rock, meeting the approval of the Engineer. The material shall be placed in layers not exceeding 200 mm (8 in.) in depth, loose measurement and compacted to 95 percent of the standard laboratory density. Compaction shall be obtained by use of mechanical tampers or with approved vibratory compactors. Before compacting, each layer shall be wetted or dried to bring the moisture content within the limits of 80 to 110 percent of optimum moisture content determined according to AASHTO T 99 (Method C). All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the culvert. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The Contractor may, at his/her expense, backfill the entire trench with aggregate in lieu of select material. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means.

The backfill material for all trenches and excavations made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder, or sidewalk shall be according to Section 208. The trench backfill material shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When the trench has been widened for the removal and replacement of unstable or unsuitable material, the backfilling with aggregate and impervious material, will be required for a width of at least the specified widths on each side of the pipe. The remaining width of each layer may be backfilled with select material. Each 200 mm (8 in.) layer for the entire trench width shall be completed before beginning the placement of the next layer."

Revise subparagraph (b) of Article 542.05 of the Standard Specifications to read:

"(b) Embankment. Embankment extending to an elevation of 300 mm (1 ft) over the top of the pipe shall be constructed according to Article 542.04(f), except the material up to the elevation of the center of the pipe and extending to a width of at least 450 mm (18 in.) on each side of the pipe, exclusive of the outer 1 m (3 ft) at each end of the pipe, shall consist of aggregate. At the outer 1 m (3 ft) at each end of the culvert, impervious material shall be used."

Add the following paragraph after the first paragraph of Article 542.10 of the Standard Specifications:

"Trench backfill will be measured for payment according to Article 208.03."

Add the following paragraph after the third paragraph of Article 542.11 of the Standard Specifications:

"Trench backfill will be paid for according to Article 208.04."

Add the following to of Article 550.02 of the Standard Specifications:

"(m) Fine Aggregate (Note 2)	
(III) Fille Aggregate (140to 27	1004.06
(n) Coarse Aggregate (Note 3)	1004.06

Note 2. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 3. The coarse aggregate shall be wet to the satisfaction of the Engineer."

Revise the first two sentences of the third paragraph of Article 550.04 of the Standard Specifications to read:

"Well compacted, aggregate bedding material at least 100 mm (4 in.) in depth below the pipe, shall be placed for the entire width of the trench and length of the pipe. The aggregate shall be compacted to the satisfaction of the Engineer by mechanical means."

Revise Article 550.07 of the Standard Specifications to read:

"550.07 Backfilling. As soon as the condition of the pipe will permit, the entire width of the trench shall be backfilled with aggregate to a height of at least the elevation of the center of the pipe. The aggregate shall be placed longitudinally along the pipe. The elevation of the backfill material on each side of the pipe shall be the same. The space under the pipe shall be completely filled. The aggregate backfill material shall be placed in 200 mm (8 in.) layers, loose measurement and compacted to the satisfaction of the Engineer by mechanical means. When using PVC pipe, the aggregate shall be continued to a height of at least 300 mm (12 in.) above the top of the pipe.

The installed pipe and its embedment shall not be disturbed when using movable trench boxes and shields, sheet pile, or other trench protection.

The remainder of the trench and excavation shall be backfilled to the natural line or finished surface as rapidly as the condition of the sewer will permit. The backfill material shall consist of suitable excavated material from the trench or of trench backfill as herein specified. All backfill material shall be deposited in the trench or excavation in such a manner as not to damage the sewer and shall be compacted to the satisfaction of the Engineer by mechanical means. The filling of the trench shall be carried on simultaneously on both sides of the pipe.

The backfill material for trenches and excavation made in the subgrade of the proposed improvement, and for all trenches outside of the subgrade where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk shall be according to Section 208. The backfill material shall be compacted to 85 percent of standard lab density by mechanical means.

All backfill material up to a height of 300 mm (1 ft) above the pipe shall be deposited in uniform layers not exceeding 200 mm (8 in.) thick, loose measurement. The material in each layer shall be compacted to the satisfaction of the Engineer by mechanical means. The

backfilling above this height shall be done according to Method 1, 2 or 3 as described below, with the following exceptions.

When trench backfill or excavated material meeting the requirements of Section 208 is required above the first 300 mm (1 ft) of the pipe, the layers shall not exceed 200 mm (8 in.). Gradations CA6 or CA10 shall not be used with Method 2 or Method 3.

- Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.
- Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.
- Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

The water shall be injected at a pressure just sufficient to sink the holes at a moderate rate of speed. The pressure shall be such that the water will not cut cavities in the backfill material nor overflow the surface. If water does overflow the surface, it shall be drained into the jetted holes by means of shallow trenches.

Water shall be injected as long as it will be absorbed by the backfill material and until samples taken from test holes in the trench show a satisfactory moisture content. The Contractor shall bore the test holes not more than 15 m (50 ft) apart and at such other locations in the trench designated by the Engineer. As soon as the watersoaking has been completed, all holes shall be filled with soil and compacted by ramming with a tool approved by the Engineer.

Backfill material which has been watersoaked shall be allowed to settle and dry for at least 10 days before any surface course or pavement is constructed on it. The length of time may be altered, if deemed desirable, by the Engineer. Where the inner edge of the trench is within 600 mm (2 ft) of the edge of the proposed pavement, curb, gutter, curb and gutter, stabilized shoulder or sidewalk, the provisions of this paragraph shall also apply.

At the end of the settling and drying period, the crusted top of the backfill material shall be scarified and, if necessary, sufficient backfill material added, as specified in Method 1, to complete the backfilling operations.

The method used for backfilling and compacting the backfill material shall be the choice of the Contractor. If the method used does not produce results satisfactory to the Engineer, the Contractor will be required to alter or change the method being used so the resultant backfill will be satisfactory to the Engineer. Should the Contractor be required to alter or change the

method being used, no additional compensation will be allowed for altering or changing the method.

The Contractor may, at his/her expense, backfill the entire trench with controlled low strength material meeting the approval of the Engineer.

When sheeting and bracing have been used, sufficient bracing shall be left across the trench as the backfilling progresses to hold the sides firmly in place without caving or settlement. This bracing shall be removed as soon as practicable. Any depressions which may develop within the area involved in the construction operation due to settlement of the backfilling material shall be filled in a manner approved by the Engineer.

When the Contractor constructs the trench with sloped or benched sides according to Article 550.04, backfilling for the full width of the excavation shall be as specified, except no additional compensation will be allowed for trench backfill material required outside the vertical limits of the specified trench width.

Whenever excavation is made for installing sewer pipe across earth shoulders or private property, the topsoil disturbed by excavation operations shall be replaced as nearly as possible in its original position, and the whole area involved in the construction operations shall be left in a neat and presentable condition.

When using any PVC pipe, the pipe shall be backfilled with aggregate to 300 mm (1 ft) over the top of the pipe and compacted to a minimum of 85 percent of standard lab density by mechanical means.

When reinforced concrete pipes are used and the trench is within 600 mm (2 ft) of the pavement structure, the backfill shall be compacted to a minimum of 85 percent of standard lab density by mechanical means.

Deflection Testing for Storm Sewers. All PVC storm sewers will be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted.

For PVC storm sewers with diameters 600 mm (24 in.) or smaller, a mandrel drag shall be used for deflection testing. For PVC storm sewers with diameters over 600 mm (24 in.), deflection measurements other than by a mandrel drag shall be used.

Where the mandrel is used, the mandrel shall be furnished by the Contractor and pulled by hand through the pipeline with a suitable rope or cable connected to each end. Winching or other means of forcing the deflection gauge through the pipeline will not be allowed.

The mandrel shall be of a shape similar to that of a true circle enabling the gauge to pass through a satisfactory pipeline with little or no resistance. The mandrel shall be of a design to prevent it from tipping from side to side and to prevent debris build-up from occurring between the channels of the adjacent fins or legs during operation. Each end of the core of the mandrel shall have fasteners to which the pulling cables can be attached. The mandrel shall have 9,

various sized fins or legs of appropriate dimension for various diameter pipes. Each fin or leg shall have a permanent marking that states its designated pipe size and percent of deflection allowable.

The outside diameter of the mandrel shall be 95 percent of the base inside diameter, where the base inside diameter is:

For all PVC pipe (as defined using ASTM D 3034 methodology):

If the pipe is found to have a deflection greater than specified, that pipe section shall be removed, replaced, and retested."

Revise subparagraph (c) of Article 1003.04 of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation shall be as follows:

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75  $\mu m$  (No. 200) sieve shall be 2  $\pm$  2."

Revise the title of Article 1004.06 of the Standard Specifications to read:

"Coarse Aggregate for Blotter, Embankment, Backfill, Trench Backfill, French Drains, and Bedding."

Add the following to the end of subparagraph (c) of Article 1004.06 of the Standard Specifications:

#### **CONCRETE ADMIXTURES (BDE)**

Effective: January 1, 2003 Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be

allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

### "SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

- 1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:
  - (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
  - (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
  - (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.)

prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

**1021.04 Set Accelerating Admixtures.** The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

#### **CURB RAMPS FOR SIDEWALK (BDE)**

Effective: January 1, 2004

<u>Description</u>. This work shall consist of constructing sidewalk curb ramps with detectable warnings in compliance with the Americans with Disabilities Act, Accessibility Guidelines (ADAAG). Work shall be according to Section 424 of the Standard Specifications except as modified herein.

The detectable warnings shall consist of an area of truncated domes that provide both visual and tactile cues to pedestrians who are about to enter into traffic. The warning area shall begin 150 mm (6 in.) from the back of the curb and continue 600 mm (2 ft) in the direction of pedestrian travel for the entire width of the walking surface.

The detectable warnings shall also present a contrast in color from the adjacent sidewalk. This shall be accomplished by constructing the warning area, plus the 150 mm (6 in.) area between the warning area and the back of curb, out of concrete that is integrally colored red. However if the sidewalk is brick or of some dark color, the contrast requirement shall be achieved with normal (grey), Class SI concrete.

<u>Materials</u>. Materials for the detectable warning area of the curb ramps shall meet the following requirements.

a) Integrally Colored Concrete. Integrally colored concrete shall be according to Section 1020 of the Standard Specification for Class SI concrete except as follows.

Article 1020.04	The allowable water/cement ratio range shall be 0.40 minimum to 0.44 maximum.
Article 1020.04	The allowable slump range shall be 75 mm (3 in.) minimum to 125 mm (5 in.) maximum.
Article 1020.04	The allowable coarse aggregate gradations shall be CA 11, CA 13, CA 14, and CA 16.
Article 1020.05(b)	A calcium chloride accelerating admixture shall not be used.
Article 1020.05(b)	The cement factor shall not be reduced if a water-reducing or high range water-reducing admixture is used.
Article 1020.05(c)	Fly ash shall not be used.
Article 1020.05(k)	Ground granulated blast-furnace slag shall not be used.
Article 1020.11	Pigment for integrally colored concrete shall be added to the concrete and mixed per the Manufacturer's recommendation.

Article 1020.13 The curing method shall be Type I membrane curing.

Article 1020.13. The protection method shall be according to Article 1020.13(e)(1) and the protection period shall be 96 hours. No material, including the insulating material, shall be placed in direct contact with the concrete surface.

- (b) Pigment for Integrally Colored Concrete. The pigment shall meet the requirements of ASTM C 979, match color number 30166 of Federal Standard 595, and be on the Department's Approved List of Pigments for Integrally Colored Concrete.
- (c) Release Agent for Concrete Stamping Tools. The release agent shall be according to the stamping tool manufacturer's recommendations and the following: it shall be a clear liquid that will evaporate, it shall not harm the concrete, and it shall allow the application of Type I membrane curing.

Equipment. Equipment for the detectable warning area of the curb ramps shall meet the following requirements.

- (a) Concrete Stamps. Sufficient numbers and sizes of stamps shall be furnished to cover the various widths of the curb ramps. The stamps shall have an air opening at the top of each truncated dome recess; and shall be rigid enough to evenly distribute the force exerted during tamping.
- (b) Tamper. The tamper shall be according to the concrete stamp manufacturer's recommendations.

#### CONSTRUCTION REQUIREMENTS

Stamping. The concrete shall be placed and finished according to Article 424.06 except the area to be stamped shall not be brushed. When the bleed water has been absorbed, stamping shall begin. The entire width of the curb ramp shall be stamped at the same time. A single stamp or a combination of stamps may be used.

Prior to placing the stamp on the concrete, the stamp shall be coated with the release agent. When recommended by the manufacturer, the release agent shall also be applied to the concrete surface. Once the stamp has been placed on the ramp, it shall remain down until the stamping is complete.

The entire area of the stamp shall be tamped with a short, slow, repetitive action such that the concrete is caused to move up and into the dome recesses of the stamp. Tamping shall continue until mortar has come through the air openings in the stamp. Stepping or walking on the stamp will not be allowed. The base elevation of the domes shall be even with the adjacent sidewalk surface; the stamp shall not be forced down into the concrete.

When stamping is complete, the stamp shall be removed and the concrete cured.

Upon completion of curing, or after cold weather protection if required, the protruding mortar tip on the top of each dome shall be removed and the dome rubbed or ground smooth.

## CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

"UNIT PRICE ADJUSTMENTS	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):  When protected by:	
Protection Method II Protection Method I	115% 10%
For concrete in superstructures: When protected by: Protection Method II Protection Method I	123% 115%
For concrete in footings:  When protected by: Protection Method I, II or III	107%
For concrete in slope walls: When protected by: Protection Method I	107%"

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"For curing, air vents shall be in place, and shall be so arranged that no water can enter the void tubes during the curing of the members."

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13."

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days."

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF	CURING AND PROTECTION C	F CONCRETE (	CONSTRUCTION
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: 11/			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) <sup>3/5/</sup>	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) <sup>1/2/</sup>	3	1020.13(c)
Driveway Median Curb Gutter Curb and Gutter Sidewalk Slope Wall	1020.13(a)(1)(2)(3)(4)(5) <sup>4/ 5/</sup>	3	1020.13(c) <sup>16/</sup>
Paved Ditch Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) <sup>4/</sup>	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3 <sup>12/</sup>	1020.13(c)
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) <sup>1/2/</sup>	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020/13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) <sup>4/6/</sup>	7	1020.13(e)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5)1111	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) <sup>8/</sup>	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) <sup>17/</sup>
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) <sup>1/7/</sup>	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5)"	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) <sup>4/6/</sup>	7	1020.13(e)(1)(2) <sup>18/</sup>
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: 11/			
Bridge Beams Piles Bridge Slabs Nelson Type Structural Member	1020.13(a)(3)(5) <sup>9/10/</sup>	·	<sup>13/</sup> 504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	As required.	<sup>14/</sup> 504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>
Precast, Prestressed Concrete: 1	1/		
All Items	1020.13(a)(3)(5) <sup>9/10/</sup>	Until strand tensioning is released. <sup>15/</sup>	504.06(c)(6), 1020.13(e)(2) <sup>19/</sup>

#### Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C ( 45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

Add the following to Article 1020.13(a) of the Standard Specifications:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced by the Contractor at his/her own expense."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

"1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired.

Add the following Article to Section 1022 of the Standard Specifications:

"1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I, II, or III according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be  $50 \pm 4$  percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be  $50 \pm 4$  percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

"1020.14 Temperature Control for Placement. Temperature control for concrete placement shall conform to the following requirements:

(a) Temperature Control other than Structures. The temperature of concrete immediately before placing, shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

(b) Temperature Control for Structures. The temperature of concrete as placed in the forms shall be not less than 10 °C (50 °F) nor more than 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F), per the Engineer's instructions. When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is

authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to not less than 20 °C (70 °F) nor more than 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

(c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

# DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: June 1, 2004

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. 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. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

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 federally-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 recipient deems appropriate.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 150% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

- (a) The bidder documents that firmly committed DBE participation has been obtained to meet the goal; or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders may consult the DBE Directory as a reference source for DBE companies certified by the Department. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's web site at www.dot.state.il.us.

<u>BIDDING PROCEDURES</u>. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid nonresponsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder must submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the as-read low bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement, and the bid will be declared nonresponsive. In the event the bid is declared nonresponsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number and telefax number of a

responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The name and address of each DBE to be used;
  - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
  - (3) The price to be paid to each DBE for the identified work specifically stating the quantity, unit price and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
  - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines



are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% 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% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
  - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
  - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity and intensity of the kinds of efforts that the bidder has made. Mere pro forma efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
    - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors 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 contractor'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 contractor'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 Contractor has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official The preliminary determination shall include a designated in the Utilization Plan. statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to

extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid nonresponsive.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal.

- (a) No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor

shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the District Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

# **EPOXY COATINGS FOR STEEL REINFORCEMENT (BDE)**

Effective: April 1, 2003

Revise Article 1006.10(b)(2) of the Standard Specifications to read:

- "(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall conform to the requirements of AASHTO M 284M (M 284), except:
  - a. The maximum thickness of epoxy coating on spiral reinforcement, coated after fabrication, shall be 0.5 mm (20 mils).
  - b. No more than eight of the holidays permitted shall be in any 300 mm (1 ft) of length for continuity of coating.

The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.

The epoxy coater shall provide access for the Engineer at any time during production or shipping. Random bars may be checked at the epoxy coater's facility or the jobsite for coating uniformity, thickness and discontinuity; cracks on the bends; and other damaged areas. Upon request, the coater shall provide samples for testing by the Engineer.

Bars may be sheared or sawn to length after coating, provided end damage to coating does not extend more than 15 mm (1/2 in.) back and the cut end is patched before any visible oxidation appears. Flame cutting will not be permitted."

Add the following paragraph after the first paragraph of Article 1006.11(b) of the Standard Specifications:

"The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program."

# EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001 Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

### **FLAGGER VESTS (BDE)**

Effective: April 1, 2003

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

#### FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

"When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department's Freeze-Thaw Test."

#### **FURNISHED EXCAVATION (BDE)**

Effective: August 1, 2002 Revised: November 1, 2004

Revise Article 204.01 of the Standard Specifications to read:

"Description. Borrow excavation and furnished excavation shall consist of excavating suitable materials obtained from locations approved by the Engineer and transporting the materials to various locations throughout the limits of the contract."

Revise Article 204.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Furnished excavation will be computed for payment in cubic meters (cubic yards) as follows:

Furnished Excavation = Embankment - [Suitable Excavation x (1 - Shrinkage Factor)]

Where:

Embankment = the volume of fill in its final position computed by the method of average end areas and based upon the existing ground line as shown on the plans except as noted in (1) and (2) below;

Suitable Excavation = earth excavation, rock excavation, and other on-site excavation suitable for use in embankments as shown in the Earthwork Schedule on the plans;

Shrinkage Factor = 0.25 unless otherwise shown on the plans.

- (1) If the Contractor so requests, the Engineer will reestablish the existing ground line after the clearing and tree removal have been performed according to Section 201 and the top 150 mm (6 in.) of the existing ground surface has been disked and compacted to the satisfaction of the Engineer.
- (2) If settlement platforms are erected, the Engineer will reestablish the existing ground line after the embankment is complete as specified in Article 204.07(a)(2).

Furnished excavation placed in excess of that required for the execution of the contract will not be measured for payment."

Add the following paragraph to the end of Article 204.07 of the Standard Specifications:

"The quantity for furnished excavation will not be recalculated when surplus, suitable materials are utilized in embankments according to Article 202.03."

#### HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

"The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

#### PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the amount 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.

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. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

(b) Material Allowances. At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000 Revised: September 1, 2003

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts no later than 30 days from the receipt of each payment made to the Contractor.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a Contractor receives any payment from the Department, the Contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As progress payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors shall be paid in full within 15 calendar days after the subcontractor's work has been satisfactorily completed. The Contractor shall hold no retainage from the subcontractors.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

# PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/.green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

# PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Replace the first sentence of the second paragraph of Article 1001.01 of the Standard Specifications with the following:

"For portland cement according to ASTM C 150, the addition of up to 5.0 percent limestone by mass (weight) to the cement will not be permitted. Also, the total of all organic processing additions shall not exceed 1.0 percent by mass (weight) of the cement and the total of all inorganic processing additions shall not exceed 4.0 percent by mass (weight) of the cement."

### PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

### PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

<u>Product Approval</u>. Precast concrete products shall be produced according to the Department's current Policy Memorandum, "Quality Control/Quality Assurance Program for Precast Concrete Products". The Policy Memorandum applies to precast concrete products listed under the Products Key of the "Approved List of Certified Precast Concrete Producers".

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

"After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)."

<u>Portland Cement Replacement</u>. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

Ready-Mixed Concrete. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

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### RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000 Revised: April 1, 2002

Revise Article 1004.07 to read:

"1004.07 RAP Materials. RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

- (a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.
  - (1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.
  - (2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).
  - (3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).

Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.

- (4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.
- (b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

- (c) Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (d) Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

For testing existing stockpiles, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either insitu or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to extract representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
25 mm (1 in.)		± 5%
12.5 mm (1/2 in.)	± 8%	± 15%
4.75 mm (No. 4)	± 6%	± 13%
2.36 mm (No. 8)	± 5%	
1.18 mm (No. 16)		± 15%
600 μm (No. 30)	± 5%	
75 μm (No. 200)	± 2.0%	± 4.0%
AC	± 0.4%	± 0.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt content test results fall outside the appropriate tolerances, the RAP will not be allowed to be used in the Department's bituminous concrete mixtures unless the RAP representing the failing tests is removed from the stockpile to the satisfaction of the Engineer. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile

and design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

(f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

# STONE FOR EROSION PROTECTION, SEDIMENT CONTROL, AND ROCKFILL (BDE)

Effective: January 1, 2004

Revise the first, second, and third sentences of Article 281.04(a) of the Standard Specifications to read:

"Class A1 bedding material shall be used with riprap Classes A4, A5, B4, and B5. Class A2 bedding material shall be used with riprap Classes A6, A7, B6, and B7. When filter fabric is used, the following substitutions of bedding material may be made: Quality B may be used in lieu of Quality A; Gradation CA 3 may be used in lieu of Gradation RR 1; and Gradation CA 1 may be used in lieu of Gradation RR 2."

Revise Article 1005.01 of the Standard Specifications to read:

"1005.01 Stone for Erosion Protection, Sediment Control, and Rockfill. The material will be sampled and inspected according to the Bureau of Materials and Physical Research's policy memorandum, "Inspection of Stone for Erosion Protection, Sediment Control, and Rockfill". The material shall meet the following requirements.

(a) Description. The material shall be stone, quarried from undisturbed, consolidated deposits (ledges) of rock reasonably free of shale and shaly stone. The ledges shall be sufficiently thick to produce the desired dimensions. The stone shall be reasonably free of laminations, seams, cracks, and other structural defects or imperfections tending to destroy its resistance to weather. Field stone or boulders will not be accepted.

Bedding material shall be crushed stone, crushed gravel, crushed sandstone, or crushed slag meeting the requirements of Article 1004.01(a).

- (b) Quality. The stone shall meet the following quality requirements.
  - (1) Stone for Erosion Protection or Sediment Control. The material shall be quarried from ledges meeting the quality designations listed in the following table.

QUALITY FOR EROSION PROTECTION	OF STONE ON AND SEDIMENT CO	ONTROL						
QUALITY TEST	QUALITY A 2/3/4/	QUALITY B 21						
Na <sub>2</sub> SO <sub>4</sub> Soundness 5 Cycle, 15 AASHTO T 104 <sup>1</sup> Max. % Loss 25								

- 1/ As modified by the Department.
- 2/ Elongated pieces (length is greater than five times the average thickness) shall not exceed ten percent by weight.

- 3/ The stone, when checked in a full gradation product, shall have a specific gravity (dry) greater than 2.450 as determined by the Department.
- 4/ The stone shall be reasonably free of chert.

In addition to the above quality requirements, crushed slag used as a bedding material shall also meet the Department's "Test for Leachate".

- (2) Stone for Rockfill. The material shall be quarried from ledges consisting of sound, durable rock reasonably free of objectionable, deleterious material as determined by the Department.
- (c) Gradation. The stone shall meet the following gradation requirements.
  - (1) Stone for Erosion Protection or Sediment Control. The material shall meet the gradation limits listed in the following tables. All gradations produced shall be well graded.

	BEDDIN	IG MATERIA	AL GRADAT	TIONS			
Percent Passing Sieves							
GRAD. NO.	100 mm	75 mm	50 mm	37.5 mm	4.75 mm		
RR 1		100	<del></del>	53±23	8±8		
RR 2	100		53±23		8±8		

BE	DDING MA	TERIAL GF	RADATIONS	(ENGLISH)				
	Percent Passing Sieves							
GRAD. NO.	4 in.	3 in.	2 in.	1 1/2 in.	No. 4			
RR 1		100		53±23	8±8			
RR 2	100		53±23		8±8			

		E	ROSIO	N PROTE	CTION A	ND SE	DIMENT	CON	ROL GR	ADATI	ONS			
Grad.	<u> </u>				Per	cent P	assing Ro	ock Siz	e (kg)				· · · · · · · · · · · · · · · · · · ·	
No.	455 <sup>1/</sup>	270 <sup>1/</sup>	180 <sup>1/</sup>	135	75	70 <sup>1/</sup>	40	20 <sup>1/</sup>	. 18	5	4	3	1_	0.5
RR 3		<del></del>						100			50±20			8±8
RR 4						100			50±20					8±8
RR 5		<del></del>	100				50±20						8±8	
RR 6		100			50±20							8±8		
RR 7	100			50±20			<u> </u>	<u> </u>	<u> </u>	8±8	<u> </u>		<u> </u>	l

		E	ROSIO	N PROTE	CTION	AND S	EDIMEN	T CON	ITROL G	RADA <sup>-</sup>	TIONS			
Grad.					Pe	ercent F	assing F	Rock S	ize (lb)					_
No.	1000 <sup>1/</sup>	600 <sup>1/</sup>	400 <sup>1/</sup>	300	170	150 <sup>1/</sup>	90	50 <sup>1/</sup>	40	12	10	6	3	1
RR 3							-	100			50±20			8±8
RR 4		· <b>-</b> ·				100			50±20					8±8
RR 5			100				50±20						8±8	
RR 6		100			50±20							8±8		
RR 7	100			50±20						8±8			<u> </u>	<u> </u>

- 1/ Five percent by weight may be oversize. Each oversize piece shall not exceed the maximum size of the gradation by more than 20 percent.
- (2) Stone for Rockfill. The material may be shot rock, primary crusher run, or other specified gradations approved by the Department."

### SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

Revise the tenth paragraph of Article 301.03 of the Standard Specifications to read:

"Equipment of such weight, or used in such a way as to cause a rut in the finished subgrade of 13 mm (1/2 in.) or more in depth, shall be removed from the work or the rutting otherwise prevented."

### SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000 Revised: April 1, 2004

<u>Description</u>. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

#### Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with Ndesign ≥ 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.
- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

(c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of 163  $\pm$  3 °C (325  $\pm$  5 °F) and a gyratory compaction temperature of 152  $\pm$  3 °C (305  $\pm$  5 °F).
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the

Standard Specifications shall be required in the absence of the pneumatic-tired roller.

### Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO R 30	Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
AASHTO T 308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TA	TABLE 1. MIXTURE COMPOSITION (% PASSING)1/										
Sieve	IL-25.				IL-12.5	mm <sup>4/</sup>	IL-9.5 mm <sup>4/</sup>				
Size	min	max	min	max	min	max	min	max			
37.5 mm (1 1/2 in.)		100									
25 mm (1 in.)	90	100		100							
19 mm (3/4 in.)		90	82	100		100					
12.5 mm (1/2 in.)	45	75	50	85	90	100		100			
9.5 mm (3/8 in.)						89	90	100			
4.75 mm (#4)	24	42 <sup>2/</sup>	24	50 <sup>2/</sup>	28	65	28	65			
2.36 mm (#8)	16	31	20	36	28	48 <sup>3/</sup>	28	48 <sup>3/</sup>			
1.18 mm (#16)	10	22	10	25	10	32	10	32			
600 μm (#30)			,								
300 μm (#50)	4	12	4	12	4	15	4	15			
150 μm (#100)	3	9	3	9	3	10	3	10			
75 μm (#200)	3	6	3	6	4	6	4	6			

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign ≥ 90.
- 3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.
- 4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75  $\mu$ m (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).
- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

	TAB	LE 2. VOLU	IMETRIC RE	QUIREMENT	
	Vo	oids in the M (V % m	Voids Filled with Asphalt (VFA),		
Ndesign	IL-25.0	IL-19.0	IL-12.5	IL-9.5	%
50					65 - 78
70 90 105	12.0	13.0	14.0	15	65 - 75

(d) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

	TABLE 3	. REQUIRED PLANT TESTS for SUPERPAVE	
Pa	rameter	Frequency of Tests	Test Method
Hot	ite Gradation bins for batch and inuous plants	1 dry gradation per day of production (either morning or afternoon sample).  and	Illinois Procedure (See Manual of Test Procedures for Materials).
Individual cold-feeds or combined belt-feed for drier drum plants.		1 washed ignition oven test on the mix per day of production (conduct in afternoon if dry gradation is conducted in the morning or vice versa).	e e
(% passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 μm (No. 30), 75 μm (No. 200))		NOTE. The order in which the above tests are conducted shall alternate from the previous production day (example: a dry gradation conducted in the morning will be conducted in the afternoon on the next production day and so forth).	
		The dry gradation and washed ignition oven test results shall be plotted on the same control chart.	
Asphalt Oven (I	Content by Ignition Note 1.)	1 per half day of production	Illinois Modified AASHTO T 308
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois Modified AASHTO T 312
	Maximum Specific Gravity of Mixture		Illinois Modified AASHTO T 209

Note 1. The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

During production, the ratio of minus 75  $\mu$ m (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75  $\mu$ m (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR

criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

### Construction Requirements

### Lift Thickness.

(a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

TABLE 4 - MINIMUN	TABLE 4 - MINIMUM COMPACTED LIFT THICKNESS						
Mixture	Thickness, mm (in.)						
IL-9.5	32 (1 1/4)						
IL-12.5	38 (1 1/2)						
IL-19.0	57 (2 1/4)						
IL-25.0	76 (3)						

(b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

TABLE 5 – LEVELING BINDER					
Nominal, Compacted, Leveling Binder Thickness, mm (in.)	Mixture				
≤ 32 (1 1/4)	IL-9.5				
32 (1 1/4) to 50 (2)	IL 9.5 or IL-12.5				

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

(c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

(d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 6. DENSITY CONTROL LIMITS			
Mixture	Parameter	Individual Test	
12.5 mm / 9.5 mm	Ndesign ≥ 90	92.0 - 96.0%	
12.5 mm / 9.5 mm	Ndesign < 90	92.5 – 97.4%	
19.0 mm / 25.0 mm	Ndesign ≥ 90	93.0 - 96.0%	
19.0 mm / 25.0 mm	Ndesign < 90	93.0 - 97.4%	

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

On projects where widening is constructed and the entire pavement is then resurfaced, the binder for the widening will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition, Ndesign, and thickness specified. The surface and binder used to resurface the entire pavement will be paid for according to the paragraphs above for resurfacing projects.

### **TEMPORARY EROSION CONTROL (BDE)**

Effective: November 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of hay or straw bales, extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm (2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

"M" pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251.04.

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

### TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992 Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

### WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001 Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B-C}{B}\right)$$
; Where  $A \le 1.0$ ;  $\left(\frac{B-C}{C}\right) > 0.50\%$  (0.70% for aggregates)

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

## WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 85 working days.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### **ATTACHMENTS**

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

#### I. GENERAL

- 1. These contract provisions shall apply to all word performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

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

- 5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6. Selection of Labor: During the performance of this contract, the contractor shall not:
  - a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

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

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60 (and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seg.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job-training."
- 2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any

evidence of discriminatory wage practices.

- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
  - a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to

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

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
  - a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
  - a. The records kept by the contractor shall document the following:
  - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

#### **III. NONSEGREGATED FACILITIES**

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

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

#### 1. General:

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

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

#### 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
- (2) the additional classification is utilized in the area by the construction industry;
- (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

#### 3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

#### a. Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

#### V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

- 2. Payrolls and Payroll Records:
  - a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
  - b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
- 2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in he contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted form the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

## NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

# XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

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"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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# Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief. that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

#### **NOTICE**

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a>.

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 <a href="http://www.dot.il.gov/desenv/subsc.html">http://www.dot.il.gov/desenv/subsc.html</a>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.