

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting March 9, 2007

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

<p>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)</p>
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Notice To Bidders, Specifications, Proposal, Contract and Contract Bond



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Route FAU 1389 (Hawthorne Lane)
Project ACM-8003(501)
District 1 Construction Funds**

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

Prepared by	
Checked by	F

(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 must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

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

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

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

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Mailing of CD-ROMS	217/782-7806

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Project ACM-8003(501)
Route FAU 1389 (Hawthorne Lane)
District 1 Construction Funds**

Improvement consists of the reconstruction of Hawthorne Lane, Powis Road and Pilsen Road, resurfacing a portion of Hawthorne Lane and Arbor Avenue and the construction of a shared use path along Hawthorne Lane located in the City of West Chicago.

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here	
In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.	
The proposal guaranty check will be found in the proposal for:	Item _____
	Section No. _____
	County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-176-05
 PPS NBR - 1-10148-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83873
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 RUN DATE - 02/08/07
 RUN TIME - 094814

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE			
DUPAGE	043	01	99-00062-00-PV (WEST CHICAGO)	ACM-8003/501/000	FAU 1389			
ITEM NUMBER	PAY ITEM	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
A2000916	T-ACER	PLAT EQ	EACH	5.000	X	=		
A2001116	T-ACER	RUB OG	EACH	12.000	X	=		
A2002916	T-CELTIS	OCCID	EACH	10.000	X	=		
A2006516	T-QUERCUS	BICOL	EACH	26.000	X	=		
A2007116	T-QUERCUS	RUBRA	EACH	15.000	X	=		
A2008116	T-TILIA	CORD GS	EACH	6.000	X	=		
B2004316	T-MALUS	RAD TF	EACH	9.000	X	=		
B2005016	T-MALUS	SND TF	EACH	13.000	X	=		
B2005316	T-MALUS	ZM C TF	EACH	5.000	X	=		
B2005616	T-PYRUS	C BF TF	EACH	12.000	X	=		
C2C05815	S-RHUS	AROMA GRO	EACH	94.000	X	=		
MX033634	SNOW	PLOWABLE R PVT MK	EACH	97.000	X	=		
XX000610	RELOCATE	EX MAILBOX	EACH	21.000	X	=		
XX000876	LUM	METAL HAL HM 250W	EACH	81.000	X	=		
XX001607	RETAINING	WALL SPL	SQ FT	300.000	X	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
XX003817	GRATING-C FL END S 12	EACH	1.000	=		
XX004700	SAN SEW REM REPL 15	FOOT	172.000	=		
XX004810	VV TA 6 DIA T1F CL	EACH	3.000	=		
XX005559	SAN SEWER FOR SERVICE	FOOT	30.000	=		
XX005758	TEMPORARY PAVEMENT	TON	1,773.000	=		
XX005920	SEEDING WET PRAIRIE	ACRE	4.480	=		
XX006144	SEEDING,MESIC PRAIRIE	ACRE	0.150	=		
XX006634	DI PIPE STL CASING 16	FOOT	100.000	=		
XX006639	STEEL CAS OPEN CUT 30	FOOT	100.000	=		
XX006641	SS WM REQ T1 36"	FOOT	47.000	=		
XX006643	SS WM REQ T2 24"	FOOT	483.000	=		
XX006833	LUM MET HAL VM 50	EACH	37.000	=		
XX006834	E CON TO EX LT SYS	EACH	7.000	=		
XX006835	WM LINE STOP 24	EACH	1.000	=		
XX006836	TEMP STORM SEWER 15	FOOT	124.000	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
XX006837	SS WM REQ T2 36"	FOOT	224.000	=		
XX006838	SS RG A 1 RECP S53R34	FOOT	15.000	=		
XX006839	SS RG A 2 RECP S53R34	FOOT	31.000	=		
XX006840	UD 4#6#6GXLPUSE 1 1/2	FOOT	11,000.000	=		
X0321461	PILLAR REM	EACH	6.000	=		
X0321478	MAIN EX LT SYS COMP	L SUM	1.000	=		
X0321690	BRICK WALL REMOVE	FOOT	67.000	=		
X0322089	STORM SEW WM REQ 36	FOOT	75.000	=		
X0322671	STAB CONSTR ENTRANCE	SQ YD	200.000	=		
X0322936	REMOV EX FLAR END SEC	EACH	21.000	=		
X0323381	SS WM REQ T1 12"	FOOT	1,130.000	=		
X0323382	SS WM REQ T1 15"	FOOT	67.000	=		
X0323863	SS WM REQ T2 12"	FOOT	855.000	=		
X0323889	SS WM REQ T2 18"	FOOT	178.000	=		
X0330200	SAN MAN ADJUST	EACH	17.000	=		

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
X0350810	BOLLARD REMOVAL	EACH	14.000	=			
X6020095	MAN TA 4D T1F CL R-P	EACH	1.000	=			
X6063401	COMB CC&G TM4.12	FOOT	224.000	=			
X6063600	COMB CC&G TM4.24	FOOT	324.000	=			
X8950077	REM REL EXIST LT CONT	EACH	1.000	=			
Z0001050	AGG SUBGRADE 12	SQ YD	53,600.000	=			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	=			
Z0019600	DUST CONTROL WATERING	UNIT	6.000	=			
Z0022800	FENCE REMOVAL	FOOT	1,321.000	=			
Z0030250	IMP ATTN TEMP NRD TL3	EACH	6.000	=			
Z0030350	IMP ATTN REL NRD TL3	EACH	4.000	=			
Z0048665	RR PROT LIABILITY INS	L SUM	1.000	=			
Z0056900	SAN SEW 8	FOOT	100.000	=			
Z0057200	SAN SEW 15	FOOT	475.000	=			
Z0076600	TRAINEES	HOUR	1,500.000	=	0.80	1,200.00	

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
Z0077700	WOOD FENCE REM & RE-E	FOOT	65.000	=			
20100110	TREE REMOV 6-15	UNIT	798.000	=			
20100210	TREE REMOV OVER 15	UNIT	531.000	=			
20101000	TEMPORARY FENCE	FOOT	1,200.000	=			
20101200	TREE ROOT PRUNING	EACH	34.000	=			
20101300	TREE PRUN 1-10	EACH	3.000	=			
20101350	TREE PRUN OVER 10	EACH	31.000	=			
20200100	EARTH EXCAVATION	CU YD	37,746.000	=			
20201200	REM & DISP UNS MATL	CU YD	14,038.000	=			
20700400	POROUS GRAN EMB SPEC	CU YD	387.000	=			
20700420	POROUS GRAN EMB SUBGR	CU YD	8,100.000	=			
20800250	TRENCH BACKFILL SPL	CU YD	13,227.000	=			
20900110	POROUS GRAN BACKFILL	CU YD	58.000	=			
21001000	GEOTECH FAB F/GR STAB	SQ YD	36,627.000	=			
21101505	TOPSOIL EXC & PLAC	CU YD	6,271.000	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
21101615	TOPSOIL F & P 4	SQ YD	39,150.000	=			
21101625	TOPSOIL F & P 6	SQ YD	3,810.000	=			
21300010	EXPLOR TRENCH SPL	FOOT	60.000	=			
25000110	SEEDING CL 1A	ACRE	8.440	=			
25000400	NITROGEN FERT NUTR	POUND	1,048.000	=			
25000500	PHOSPHORUS FERT NUTR	POUND	1,048.000	=			
25000600	POTASSIUM FERT NUTR	POUND	1,048.000	=			
25002014	SEEDING CL 4A MOD	ACRE	0.270	=			
25002024	SEEDING CL 4B MOD	ACRE	2.940	=			
25100105	MULCH METHOD 1	ACRE	3.210	=			
25100115	MULCH METHOD 2	ACRE	7.650	=			
25100630	EROSION CONTR BLANKET	SQ YD	27,283.000	=			
28000250	TEMP EROS CONTR SEED	POUND	175.000	=			
28000300	TEMP DITCH CHECKS	EACH	58.000	=			
28000400	PERIMETER EROS BAR	FOOT	26,429.000	=			

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ILLINOIS DEPARTMENT OF TRANSPORTATION
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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
28000500	INLET & PIPE PROTECT	EACH	122.000	=		
28000510	INLET FILTERS	EACH	112.000	=		
28100105	STONE RIPRAP CL A3	SQ YD	20.000	=		
28100107	STONE RIPRAP CL A4	SQ YD	69.000	=		
28200200	FILTER FABRIC	SQ YD	89.000	=		
35100300	AGG BASE CSE A 4	SQ YD	249.000	=		
35100500	AGG BASE CSE A 6	SQ YD	10,315.000	=		
35501308	HMA BASE CSE 6	SQ YD	1,238.000	=		
35501316	HMA BASE CSE 8	SQ YD	2,953.000	=		
40200800	AGG SURF CSE B	TON	1,100.000	=		
40600100	BIT MATLS PR CT	GALLON	27,952.000	=		
40600300	AGG PR CT	TON	33.000	=		
40600625	LEV BIND MM N50	TON	230.000	=		
40600982	HMA SURF REM BUTT JT	SQ YD	234.000	=		
40603310	HMA SC "C" N50	TON	2,304.000	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
40603340	HMA SC "D" N70	TON	358.000	=			
40701881	HMA PAVT FD 10	SQ YD	13,471.000	=			
40701941	HMA PAVT FD 13	SQ YD	32,563.000	=			
40800050	INCIDENTAL HMA SURF	TON	92.000	=			
42001300	PROTECTIVE COAT	SQ YD	11,249.000	=			
42300200	PCC DRIVEWAY PAVT 6	SQ YD	98.000	=			
42300400	PCC DRIVEWAY PAVT 8	SQ YD	2,025.000	=			
42400430	PC CONC SIDEWALK 5 SP	SQ FT	8,239.000	=			
42400800	DETECTABLE WARNINGS	SQ FT	562.000	=			
44000100	PAVEMENT REM	SQ YD	30,771.000	=			
44000160	HMA SURF REM 2 3/4	SQ YD	4,103.000	=			
44000200	DRIVE PAVEMENT REM	SQ YD	7,929.000	=			
44000500	COMB CURB GUTTER REM	FOOT	1,665.000	=			
44000600	SIDEWALK REM	SQ FT	14,182.000	=			
44201785	CL D PATCH T1 12	SQ YD	70.000	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
44201789	CL D PATCH T2 12	SQ YD	80.000 X	=			
44201794	CL D PATCH T3 12	SQ YD	90.000 X	=			
44201796	CL D PATCH T4 12	SQ YD	65.000 X	=			
48100500	AGGREGATE SHLDS A 6	SQ YD	997.000 X	=			
50105220	PIPE CULVERT REMOV	FOOT	1,207.000 X	=			
51500100	NAME PLATES	EACH	1.000 X	=			
54001000	BDX CUL END SECT	EACH	2.000 X	=			
54020805	PCBC 8X5 (M273)	FOOT	192.000 X	=			
54213657	PRC FLAR END SEC 12	EACH	1.000 X	=			
54213660	PRC FLAR END SEC 15	EACH	3.000 X	=			
54213663	PRC FLAR END SEC 18	EACH	1.000 X	=			
54213669	PRC FLAR END SEC 24	EACH	2.000 X	=			
54213681	PRC FLAR END SEC 36	EACH	2.000 X	=			
54217711	R C PIPE TEE 42P 24R	EACH	1.000 X	=			
54247130	GRATING-C FL END S 24	EACH	2.000 X	=			

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
54247170	GRATING-C FL END S 36	EACH	2.000		=		
54248510	CONCRETE COLLAR	CU YD	1.000		=		
550A2320	SS RG CL A 1 12	FOOT	808.000		=		
550A2330	SS RG CL A 1 15	FOOT	174.000		=		
550A2340	SS RG CL A 1 18	FOOT	363.000		=		
550A2360	SS RG CL A 1 24	FOOT	47.000		=		
550A2400	SS RG CL A 1 36	FOOT	236.000		=		
550A2520	SS RG CL A 2 12	FOOT	1,513.000		=		
550A2530	SS RG CL A 2 15	FOOT	819.000		=		
550A2540	SS RG CL A 2 18	FOOT	989.000		=		
550A2560	SS RG CL A 2 24	FOOT	2,481.000		=		
550A2600	SS RG CL A 2 36	FOOT	1,076.000		=		
550A2610	SS RG CL A 2 42	FOOT	235.000		=		
550A2800	SS RG CL A 3 36	FOOT	436.000		=		
55100300	STORM SEWER REM 8	FOOT	215.000		=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
55100500	STORM SEWER REM 12	FOOT	400.000 X	=		
55101400	STORM SEWER REM 30	FOOT	225.000 X	=		
55101600	STORM SEWER REM 36	FOOT	108.000 X	=		
55101800	STORM SEWER REM 42	FOOT	20.000 X	=		
56103300	D I WATER MAIN 12	FOOT	147.000 X	=		
56103400	D I WATER MAIN 16	FOOT	1,000.000 X	=		
56105200	WATER VALVES 12	EACH	4.000 X	=		
56105300	WATER VALVES 16	EACH	5.000 X	=		
56105420	WATER VALVES 24	EACH	1.000 X	=		
56106400	ADJ WATER MAIN 8	FOOT	30.000 X	=		
56106600	ADJ WATER MAIN 12	FOOT	300.000 X	=		
56106700	ADJ WATER MAIN 16	FOOT	120.000 X	=		
56106820	ADJ WATER MAIN 24	FOOT	60.000 X	=		
56108800	TAP VALVE & SLEEVE 6	EACH	6.000 X	=		
56109100	TAP VALVE & SLEEVE 12	EACH	4.000 X	=		

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				DOLLARS	CENTS	
56109200	TAP VALVE & SLEEVE 16	EACH	2.000	X	=	
56200300	WATER SERV LINE 1	FOOT	146.000	X	=	
56201400	CORP STOPS 1	EACH	25.000	X	=	
56400500	FIRE HYDNITS TO BE REM	EACH	32.000	X	=	
56400820	FIRE HYD W/AUX V & VB	EACH	35.000	X	=	
56500600	DOM WAT SER BOX ADJ	EACH	3.000	X	=	
56500700	DOM WAT SER BOX REM	EACH	3.000	X	=	
56500800	DOM WAT SER BOX	EACH	3.000	X	=	
60107600	PIPE UNDERDRAINS 4	FOOT	855.000	X	=	
60200805	CB TA 4 DIA T8G	EACH	31.000	X	=	
60201105	CB TA 4 DIA T11F&G	EACH	9.000	X	=	
60201340	CB TA 4 DIA T24F&G	EACH	84.000	X	=	
60207605	CB TC T8G	EACH	33.000	X	=	
60207905	CB TC T11F&G	EACH	5.000	X	=	
60208240	CB TC T24F&G	EACH	4.000	X	=	

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
60218400	MAN TA 4 DIA T1F CL	EACH	10.000	X	=		
60221100	MAN TA 5 DIA T1F CL	EACH	26.000	X	=		
60223800	MAN TA 6 DIA T1F CL	EACH	4.000	X	=		
60224446	MAN TA 7 DIA T1F CL	EACH	5.000	X	=		
60224600	RD MAN 4 DIA T1F CL	EACH	19.000	X	=		
60225400	RD MAN 5 DIA T1F CL	EACH	2.000	X	=		
60226200	RD MAN 6 DIA T1F CL	EACH	3.000	X	=		
60228110	MAN SAN 4 DIA T1F CL	EACH	3.000	X	=		
60228300	DROP SAN MAN T1F CL	EACH	1.000	X	=		
60236200	INLETS TA T8G	EACH	3.000	X	=		
60248900	VV TA 5 DIA T1F CL	EACH	8.000	X	=		
60250200	CB ADJUST	EACH	8.000	X	=		
60251740	CB ADJ NEW T24F&G	EACH	2.000	X	=		
60252800	CB RECONST	EACH	1.000	X	=		
60253100	CB RECON NEW T1F CL	EACH	18.000	X	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
60255500	MAN ADJUST	EACH	3.000	=		
60255700	MAN ADJ NEW T1F 0L	EACH	2.000	=		
60257900	MAN RECONST	EACH	3.000	=		
60265700	VV ADJUST	EACH	57.000	=		
60266100	VV RECONST	EACH	2.000	=		
60402210	GRATES T8	EACH	1.000	=		
60500050	REMOV CATCH BAS	EACH	11.000	=		
60500060	REMOV INLETS	EACH	8.000	=		
60600095	CLASS SI CONC OUTLET	CU YD	19.000	=		
60603800	COMB CC&G TB6.12	FOOT	4,591.000	=		
60605000	COMB CC&G TB6.24	FOOT	18,160.000	=		
60608300	COMB CC&G TM2.12	FOOT	174.000	=		
60618300	CONC MEDIAN SURF 4	SQ FT	2,243.000	=		
60623711	CONC MEDIAN	SQ FT	58.000	=		
60624600	CORRUGATED MED	SQ FT	499.000	=		

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
66400535	CH LK FENCE 6 ATT STR	FOOT	80.000		=		
67000400	ENGR FIELD OFFICE A	CAL MO	10.000		=		
67100100	MOBILIZATION	L SUM	1.000		=		
70101800	TRAF CONT & PROT SPL	L SUM	1.000		=		
70101900	TRAF CONT & PROT D1	L SUM	1.000		=		
70102000	TRAF CONT & PROT D2	L SUM	1.000		=		
70102100	TRAF CONT & PROT D3	L SUM	1.000		=		
70300100	SHORT-TERM PAVT MKING	FOOT	734.000		=		
70300210	TEMP PVT MK LTR & SYM	SQ FT	400.000		=		
70300220	TEMP PVT MK LINE 4	FOOT	27,560.000		=		
70300240	TEMP PVT MK LINE 6	FOOT	2,100.000		=		
70300280	TEMP PVT MK LINE 24	FOOT	614.000		=		
70301000	WORK ZONE PAVT MK REM	SQ FT	1,838.000		=		
70400100	TEMP CONC BARRIER	FOOT	400.000		=		
70400200	REL TEMP CONC BARRIER	FOOT	200.000		=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
73100100	BASE TEL STL SIN SUPP	EACH	5.000	X	=	
78000100	THPL PVT MK LTR & SYM	SQ FT	1,948.000	X	=	
78000200	THPL PVT MK LINE 4	FOOT	30,672.000	X	=	
78000400	THPL PVT MK LINE 6	FOOT	3,392.000	X	=	
78000600	THPL PVT MK LINE 12	FOOT	3,226.000	X	=	
78000650	THPL PVT MK LINE 24	FOOT	635.000	X	=	
78200100	MONODIR PRIS BAR REFL	EACH	60.000	X	=	
78300100	PAVT MARKING REMOVAL	SQ FT	1,384.000	X	=	
80400100	ELECT SERV INSTALL	EACH	4.000	X	=	
81000700	CON T 2 1/2 GALVS	FOOT	610.000	X	=	
81900200	TR & BKFIL F ELECT WK	FOOT	9,500.000	X	=	
82500530	LT CONT CBRCS 100-240	EACH	4.000	X	=	
83006500	LT P A 30MH 12MA	EACH	60.000	X	=	
83007600	LT P A 35MH 15MA	EACH	21.000	X	=	
83600200	LIGHT POLE FDN 24D	FOOT	729.000	X	=	

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ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
83600215	LIGHT POLE FDN 24D OS	FOOT	108.000	X	=	=	=
83800105	BKWY DEV TR B 11.5BC	EACH	81.000	X	=	=	=
84200700	LIGHTING FDN REMOV	EACH	7.000	X	=	=	=
84400105	RELOC EX LT UNIT	EACH	6.000	X	=	=	=
84500120	REMOV ELECT SERV INST	EACH	1.000	X	=	=	=
84500130	REMOV LTG CONTR FDN	EACH	1.000	X	=	=	=
TOTAL				\$			

NOTE:

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

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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.

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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.

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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.

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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.

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

Yes ___ No ___

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

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

RETURN WITH BID/OFFER

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

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

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

Yes ___ No ___

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

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

- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____

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

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

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

Completed by: _____ Date _____
Signature of Individual or Authorized Representative

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Project ACM-8003(501)
Route FAU 1389 (Hawthorne Lane)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Project ACM-8003(501)
Route FAU 1389 (Hawthorne Lane)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

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

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

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

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

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

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Project ACM-8003(501)
Route FAU 1389 (Hawthorne Lane)
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., March 9, 2007. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 83873
DUPAGE County
Section 99-00062-00-PV (West Chicago)
Project ACM-8003(501)
Route FAU 1389 (Hawthorne Lane)
District 1 Construction Funds**

Improvement consists of the reconstruction of Hawthorne Lane, Powis Road and Pilsen Road, resurfacing a portion of Hawthorne Lane and Arbor Avenue and the construction of a shared use path along Hawthorne Lane located in the City of West Chicago.

- 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)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2007

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

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-07)	1
2	X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	3
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	4
4	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	14
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-07)	19
6	Reserved	24
7	X National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	25
8	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	26
9	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	27
10	X Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	30
11	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	33
12	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	35
13	Hot-Mix Asphalt Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 1-1-07)	39
14	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-07)	41
15	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	42
16	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	44
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21	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-07)	53
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24	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	59
25	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	60
26	English Substitution of Metric Bolts (Eff. 7-1-96)	61
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28	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01)	63
29	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	64
30	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04)	70
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LR SD 12	"Slab Movement Detection Device" (Eff. 11-1-84) (Rev. 1-1-07)	
LR SD 13	"Required Cold Milled Surface Texture" (Eff. 11-1-87) (Rev. 1-1-07)	
LR SD 631	"Traffic Barrier Terminal Type 5A" (Eff. 1-1-07). Developed to keep the Traffic Barrier Terminal Type 5A as an option for local agencies.	
LR 102	"Protests on Local Lettings" (Eff. 1-1-07). Developed to allow local agencies to adopt the department's interested party protest procedures outlined in Title 44 of the IL Administrative Code.	
LR 105	X "Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/07). Formerly issued as LRS 1 and was reissued as an LR Contract Special Provision based on industry concerns discussed at the Joint Coop.	143-145
LR 107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed to outline the necessary requirements to comply with No. 14 permits.	
LR 107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05) (Rev 1-1-06). Developed to require insurance policies to be submitted to the letting agency rather than the department.	
LR 107-3	"Disadvantaged Business Enterprise Participation" (Eff. 1-1-07). Developed to require DBE utilization plans to be submitted to the local agency.	
LR 108	"Combination Bids (Eff. 1-1-94) (Rev. 3-1-05). Developed to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103.	
LR 109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed to assist local agencies in handling contract claims.	
LR 212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02).	
LR 355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73) (Rev. 1-1-07)	
LR 355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 400	"Bituminous Treated Earth Surface (Eff. 1-1-07). Developed since Section 401 was eliminated from the 2007 Standard Specifications.	
LR 402	"Salt Stabilized Surface Course" (Eff. 2-20-63) (Rev. 1-1-07)	
LR 403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69) (Rev. 1-1-07)	
LR 420	"PCC Pavement (Special)" (Eff. 5-12-64) (Rev. 1-1-07). Developed to allow local agencies to construct quality PCC pavements for low volume roads.	
LR 442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed to reference approved bituminous patching mixtures.	
LR 451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91) (Rev. 1-1-07)	
LR 503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73) (Rev. 1-1-02)	
LR 503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed to allow a load charge to be added when short loads are expected during the contract.	
LR 542	"Pipe Culverts, Type _____ (Furnished)" (Eff. 9-1-64) (Rev. 1-1-07)	
LR 663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-07)	
LR 702	"Construction and Maintenance Signs" (Eff 1-1-04) (Rev 1-1-07). Developed to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
LR 1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02) (Rev 1-1-07). Developed to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
LR 1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02)	
LR 1032-1	"Penetrating Emulsions" (Eff. 1-1-07). Developed to combine Penetrating Emulsified Asphalt and Penetrating Emulsified Prime into a single special provision.	
LR 1032-2	"Multigrade Cold Mix Asphalt" (Eff. 1-1-07). Developed to provide the material specification for Multigrade cold mix asphalt.	
LR 1102	"Road Mix or Traveling Plan Mix Equipment" (Eff. 1-1-07). Developed to replace road mix and traveling plant mix bituminous equipment that was eliminated from the Standard Specifications.	

BDE SPECIAL PROVISIONS
For the January 19 and March 9, 2007 Lettings

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

<u>File Name</u>	<u>Pg#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
* 72541		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (NOTE: This special provision was previously named "Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal".)	June 1, 1989	Jan. 2, 2007
* 50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Jan. 1, 2007
* 80166	146	X Cement	Jan. 1, 2007	
* 80029	149	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 1, 2007
* 80167		Electrical Service Installation – Traffic Signals	Jan. 1, 2007	
* 80168	157	X Errata for the 2007 Standard Specifications	Jan. 1, 2007	
* 80169		High Tension Cable Median Barrier	Jan. 1, 2007	
* 80142	159	X Hot-Mix Asphalt Equipment, Spreading and Finishing Machine (NOTE: This special provision was previously named "Bituminous Equipment, Spreading and Finishing Machine".)	Jan. 1, 2005	Jan. 1, 2007
* 80136		Hot-Mix Asphalt Mixture IL-4.75 (NOTE: This special provision was previously named "Superpave Bituminous Concrete Mixture IL-4.75".)	Nov. 1, 2004	Jan. 1, 2007
* 80109		Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
* 80110	160	X Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
* 80045		Material Transfer Device	June 15, 1999	Jan. 1, 2007
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082		Multilane Pavement Patching	Nov. 1, 2002	
* 80129		Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
* 80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2007
80022	162	X Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80148	164	X Planting Woody Plants	Jan. 1, 2006	
* 80134		Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
* 80119		Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
* 80170		Portland Cement Concrete Plants	Jan. 1, 2007	
* 80171	165	X Precast Handling Holes	Jan. 1, 2007	
80015		Public Convenience and Safety	Jan. 1, 2000	
34261	167	X Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	169	X Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80172	171	X Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Jan. 2, 2007
* 80160		Reflective Crack Control Treatment	April 1, 2006	Jan. 1, 2007
* 80151	176	X Reinforcement Bars	Nov. 1, 2005	Jan. 1, 2007
* 80164		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
* 80131	178	X Seeding (NOTE: This special provision was previously named "Seeding and Sodding".)	July 1, 2004	Jan. 1, 2007
* 80152	180	X Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	Jan. 1, 2007
* 80132	185	X Self-Consolidating Concrete for Precast Products	July 1, 2004	Jan. 1, 2007

File Name	Pg#		Special Provision Title	Effective	Revised
* 80127			Steel Cost Adjustment	April 2, 2004	Jan. 1, 2007
* 80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Jan. 1, 2007
80143	187	X	Subcontractor Mobilization Payments	April 2, 2005	
* 80075			Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
* 80087	188	X	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2007
* 80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338	189	X	Training Special Provisions	Oct. 15, 1975	
* 80154			Turf Reinforcement Mat	Nov. 1, 2005	Jan. 1, 2007
* 80162			Uninterruptable Power Supply (UPS)	April 1, 2006	Jan. 1, 2007
* 80149			Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
* 80163			Water Blaster with Vacuum Recovery	April 1, 2006	Jan. 1, 2007
80071	192	X	Working Days	Jan. 1, 2002	

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

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

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

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

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

File Name	Special Provision Title	New Location	Effective	Revised
80156	Aggregate Shipping Tickets	Articles 1003.01(f), 1004.01(f) & 1005.01(d)	Jan. 1, 2006	
80128	Authority of Railroad Engineer	Article 105.02	July 1, 2004	
80065	Bituminous Base Course/Widening Superpave	Sections 355, 356, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80050	Bituminous Concrete Surface Course	Article 406.13(b)	April 1, 2001	April 1, 2003
80066	Bridge Deck Construction	Sections 503, 1004, 1020 & 1103	April 1, 2002	April 1, 2004
80118	Butt Joints	Article 406.08	April 1, 2004	April 1, 2005
80031	Calcium Chloride Accelerator for Portland Cement Concrete Patching	Recurring # 28	Jan. 1, 2001	
80077	Chair Supports	Article 421.04(a)	Nov. 1, 2002	Nov. 2, 2002
80051	Coarse Aggregate for Trench Backfill, Backfill and Bedding	Sections 208, 542, 550, 1003 & 1004	April 1, 2001	Nov. 1, 2003
80094	Concrete Admixtures	Article 1020.05(b) & Section 1021	Jan. 1, 2003	July 1, 2004
80112	Concrete Barrier	Section 637	Jan. 1, 2004	April 2, 2004
80102	Corrugated Metal Pipe Culverts	Articles 542.04(d), 1006.01(a)(4) & 1006.03(d)	Aug. 1, 2003	July 1, 2004
80114	Curing and Protection of Concrete Construction	Sections 503, 1020 & 1022	Jan. 1, 2004	Nov. 1, 2005
80146	Detectable Warnings	Section 424	Aug. 1, 2005	
80144	Elastomeric Bearings	Section 1083	April 1, 2005	
31578	Epoxy Coating on Reinforcement	Sections 420, 483 & 606	April 1, 1997	Jan. 1, 2003
80041	Epoxy Pavement Marking	Article 1095.04	Jan. 1, 2001	Aug. 1, 2003
80055	Erosion and Sediment Control Deficiency Deduction	Article 105.03(a)	Aug. 1, 2001	Nov. 1, 2001
80103	Expansion Joints	Article 420.05(d)	Aug. 1, 2003	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80101	Flagger Vests	Article 701.13	April 1, 2003	Jan. 1, 2006
80079	Freeze-Thaw Rating	Article 1004.02(f)	Nov. 1, 2002	
80072	Furnished Excavation	Section 204	Aug. 1, 2002	Nov. 1, 2004
80054	Hand Vibrator	Article 1103.17(a)	Nov. 1, 2003	
80147	Illuminated Sign	Sections 801, 891 & 1084	Aug. 1, 2005	
80104	Inlet Filters	Section 280 & Article 1081.15(h)	Aug. 1, 2003	
80080	Insertion Lining of Pipe Culverts	Section 543 & Article 1040.04	Nov. 1, 2002	Aug. 1, 2003
80150	Light Emitting Diode (LED) Pedestrian Signal Head	Sections 801, 881, & 1078	Nov. 1, 2005	April 1, 2006
80067	Light Emitting Diode (LED) Signal Head	Sections 801, 880 & 1078	April 1, 2002	Nov. 1, 2005
80081	Lime Gradation Requirements	Article 1012.03	Nov. 1, 2002	
80133	Lime Stabilized Soil Mixture	Section 310	Nov. 1, 2004	April 1, 2006
80158	Manholes	Article 1042.10	April 1, 2006	
80137	Minimum Lane Width with Lane Closure	Article 701.06	Jan. 1, 2005	
80138	Mulching Seeded Areas	Section 251 & Article 1081.06(a)(4)	Jan. 1, 2005	
80116	Partial Payments	Article 109.07	Sept. 1, 2003	
80013	Pavement and Shoulder Resurfacing	Recurring # 14	Feb. 1, 2000	July 1, 2004
53600	Pavement Thickness Determination for Payment	Articles 407.03, 407.10, 420.03, 420.15 & 421.04	April 1, 1999	Jan. 1, 2004
80155	Payrolls and Payroll Records	Recurring #1 & #5	Aug. 10, 2005	
80130	Personal Protective Equipment	Article 701.12	July 1, 2004	
80073	Polymer Modified Emulsified Asphalt	Article 1032.06	Nov. 1, 2002	
80124	Portable Changeable Message Signs	Articles 701.15(j), 701.20(h) & 1106.02(j)	Nov. 1, 1993	April 2, 2004
80083	Portland Cement Concrete	Articles 1103.01 & 1103.02	Nov. 1, 2002	
80036	Portland Cement Concrete Patching	Sections 442, 701, 1013 & 1020	Jan. 1, 2001	Jan. 1, 2004
419	Precast Concrete Products	Sections 540, 1020 & 1042	July 1, 1999	Nov. 1, 2004
80084	Preformed Recycled Rubber Joint Filler	Articles 503.02, 637.02 & 1051.10	Nov. 1, 2002	
80121	PVC Pipeliner	Recurring # 18	April 1, 2004	April 1, 2005
80159	Railroad Flaggers	Article 107.12	April 1, 2006	
80122	Railroad, Full-Actuated Controller and Cabinet	Articles 857.04, 1073.01(c)(2) & 1074.03(a)(5)e.	April 1, 2004	
80105	Raised Reflective Pavement Markers (Bridge)	Articles 781.03(a), 781.05 & 1096.01(b)	Aug. 1, 2003	
80011	RAP for Use in Bituminous Concrete Mixtures	Sections 1030 & 1031	Jan. 1, 2000	April 1, 2002
80032	Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Section 633	Jan. 1, 2001	Jan. 1, 2005
80085	Sealing Abandoned Water Wells	Section 672	Nov. 1, 2002	
80096	Shoulder Rumble Strips	Section 642	Jan. 1, 2003	
80140	Shoulder Stabilization at Guardrail	Article 630.06	Jan. 1, 2005	
80135	Soil Modification	Section 302	Nov. 1, 2004	April 1, 2006
80070	Stabilized Subbase and Bituminous Shoulders Superpave	Sections 312, 482, 1030 & 1102	April 1, 2002	Aug. 1, 2005
80086	Subgrade Preparation	Section 301	Nov. 1, 2002	
80010	Superpave Bituminous Concrete Mixtures	Sections 406, 407 & 1030	Jan. 1, 2000	April 1, 2004
80039	Superpave Bituminous Concrete Mixtures (Low ESAL)	Sections 406, 407 & 1030	Jan. 1, 2001	April 1, 2004
80092	Temporary Concrete Barrier	Section 704	Oct. 1, 2002	Nov. 1, 2003
80008	Temporary Module Glare Screen System	Recurring # 22	Jan. 1, 2000	

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80106	Temporary Portable Bridge Traffic Signals	Recurring # 23	Aug. 1, 2003	
80098	Traffic Barrier Terminals	Section 631	Jan. 1, 2003	
57291	Traffic Control Deficiency Deduction	Article 105.03(b)	April 1, 1992	Jan. 1, 2005
80107	Transient Voltage Surge Suppression	Article 1074.03(a)(4)	Aug. 1, 2003	
80123	Truck Bed Release Agent	Article 1030.08	April 1, 2004	
80048	Weight Control Deficiency Deduction	Article 109.01	April 1, 2001	Aug. 1, 2002
80090	Work Zone Public Information Signs	Recurring # 24	Sept. 1, 2002	Jan. 1, 2005
80125	Work Zone Speed Limit Signs	Article 701.14(b)	April 2, 2004	Jan. 1, 2006
80126	Work Zone Traffic Control	Articles 701.19 & 701.20	April 2, 2004	Nov. 1, 2005
80097	Work Zone Traffic Control Devices	Section 701 & Article 1106.02	Jan. 1, 2003	Nov. 1, 2004

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

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

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the specifications listed in the table below, which apply to and govern the proposed improvement designated as DuPage County Section 99-00062-00-PV and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

SPECIFICATION	ADOPTED/DATED
Standard Specifications for Road and Bridge Construction	January 1, 2007
Manual on Uniform Traffic Control Devices for Streets and Highways	2000 Edition
Supplemental Specifications and Recurring Special Provisions (indicated on the Check Sheet included herein)	January 1, 2007
Manual of Test Procedure of Materials	Current
Standard Specifications for Water & Sewer Main Construction in Illinois	May 1996

LOCATION OF PROJECT

This project begins on F.A.U. 1389, Hawthorne Lane, 943 feet west of Powis Road and extends east to F.A.U. 2534, Arbor Avenue. The total project length along Hawthorne Lane is 10,290 ft. The project also includes 830 ft. on Powis Road and 300 ft. on Pilsen Road. There is an omission of 67 ft. (Sta. 78+24.57 to Sta. 78+49.18 & Sta. 79+36.03 to Sta. 79+36.03 to Sta. 79+78.38) at the Union Pacific & Elgin, Joliet & Eastern operated railroad tracks crossing Hawthorne Lane. In addition, there is an omission of 20 ft. (Sta. 204+58 to Sta. 204+78) at the Union Pacific operated railroad tracks crossing Powis Road.

DESCRIPTION OF PROJECT

The project includes the reconstruction and widening of Hawthorne Lane, Powis Road, and Pilsen Road, resurfacing of portion of Hawthorne Lane and Arbor Avenue, and the construction of a shared use path along Hawthorne Lane.

The work consists of earth excavation, construction of storm sewers, drainage structures, sanitary sewers, sanitary service connections, water lines, water service connections, combination curb and gutter, full-depth bituminous pavement, bituminous base course widening, resurfacing with binder and surface courses, construction of a bituminous pavement shared use path, detention storage, street lighting and landscaping and all incidental and collateral work necessary to complete the project as shown on the plans and described herein.

SECTION 105 – CONTROL OF WORK AND PROSECUTION AND PROGRESS

It is the intent of the CITY OF WEST CHICAGO that this project be constructed in an orderly and timely manner. Toward this end, the CONTRACTOR shall take special note of the provision of Article 105.06, Article 108.01 paragraph 2, and Article 108.02 of the Standard Specifications which shall be adhered to.

SECTION 105 – EXISTING UTILITIES

In addition to the requirements of LR 105, the Contractor shall be aware of the following utilities:

Effective: 01/30/87

Revised: 07/01/94

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

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Relocation or Adjustments</u>
ComEd	OH & Underground	Sta. 44+90 to Sta. 121+05m Lt. and Rt.	As noted on Utility Plan and on Utility Profile Sheets
Comcast	OH & Underground	Sta. 44+90 to Sta. 121+05m Lt. and Rt.	As noted on Utility Plan and on Utility Profile Sheets
NI Gas	Underground	Sta. 94+40 to Sta. 126+00	As noted on Utility Plan and on Utility Profile Sheets
SBC Illinois	OH & Underground	Parkways, As noted on Utility Plan and on Utility Profile Sheets	As noted on Utility Plan and on Utility Profile Sheets
City of West Chicago	Underground	Water main and fire hydrants, As noted on Utility Plan and on Utility Profile Sheets	Work to be done by Contractor as part of this Project (Contract 83873).
Kinder Morgan Energies Partners	Underground	Sta. 73+20 Lt. and Rt.	None. See below for contact requirements.
Enbridge Pipeline	Underground	Sta. 73+90 Lt. and Rt.	None. 72 hours advanced notice for work in Utility Easement
Wide Open West, Illinois	Underground	Parkways, As noted on Utility Plan and on Utility Profile Sheets	As noted on Utility Plan and on Utility Profile Sheets

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

Construction Contact List

Utility Name	Address	Contact Person Phone No.	E-mail address Fax
ComEd	3 Lincoln Center Oakbrook Terrace, IL 60181	Mr. Joe Stacho 630-424-5704	joseph.stacho@exeloncorp.com
Comcast	688 Industrial Dr. Elmhurst, IL 60126	Ms. Martha Sieras 630-600-6352	
Nicor Gas	1844 Ferry Road Naperville, IL 60563- 9600	Ms. Debbie Garcia 815-455-0271 ext. 298	
SBC Illinois	929 Child St. Wheaton, IL 60187	Mr. Tom Quattrocci 630-462-5816	tq2957@att.com 630-462-6968 Fax
City of West Chicago	475 Main Street West Chicago, IL 60185	Mr. Robert Flatter, PE; Director of Public Works 630-293-2255	630-293-3028 Fax
Kinder Morgan Energy Partners	23725 W. County Farm Rd., Shorewood, IL 6043	Mr. Leigh Clark 815-272-9141	
Enbridge Pipeline	1500 W. Main St. Griffith, IL 46319	Mr. Greg Claflin 847-683-4691	
Wide Open West, Illinois	1674 Frontenac Naperville, IL 60563	Mr. Brian Hurd 630-536-3127	bhurd@wideopenwest.com 630-536-3106 Fax
As determined by JULIE		1-800-892-0123	
Elgin, Joliet & Eastern Railway Co.	1141 Maple Road Joliet, IL 60432	Mr. Thomas Hunter 815-740-6587	815-740-6579 Fax
Union Pacific Railroad	301 West Lake St. Room 103 Northlake, IL 60164	Mr. Richard Ellison 708-649-5214	708-649-5418 Fax

Kinder Morgan Energy Partners (KMEP) operates a high pressure LP (such as butane and propane) pipeline in the area of your construction project. A KMEP representative must be on-site to monitor any construction activities within twenty-five (25) feet of a KMEP pipeline or above ground appurtenance. The contractor shall not work within this distance without a KMEP representative being on site. Only hand excavation shall be permitted within one (1) foot of KMEP pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.

Notification shall be given to Kinder Morgan Energy Partners Lemont team (630-257-5405, ext 550) at least 72 hours in advance of working in the vicinity of pipelines or before the start of construction activities. A schedule of activities for the duration of the project must be made available to KMEP at that time to facilitate the scheduling of KMEP work site representative. Any contractor schedule changes shall be provided to KMEP immediately.

The continued integrity of KMEP pipelines and the safety of all individuals in the area of your proposed work near KMEP facilities are of the utmost importance. Therefore, contractor must meet with KMEP representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. The KMEP on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of company's personnel, pipelines or facilities at the contractor's expense.

Subsurface Exploration Data

Limited investigation of subsurface conditions at the proposed site of Work has been made for the purpose of design. City of West Chicago, Testing Service Corporation, Environmental Consulting Group, Inc. and Christopher B. Burke Engineering, Ltd. assume no responsibility whatsoever with respect to the sufficiency or accuracy of these preliminary investigations, nor their interpretation, and there is no guarantee, either expressed or implied that conditions indicated are representative of those existing throughout the Work or any part of it, or that unforeseen developments may occur.

Site Investigation and Conditions Affecting the Work

The BIDDER acknowledges that, prior to submission of its bid, it has taken steps necessary to ascertain the nature and location of the Work, and that it has investigated, confirmed, verified as correct and satisfied itself as to the general and local conditions which can affect the Work or its costs, including but not limited to (1) location and load capacity of existing roadways, utilities, corresponding pavement, shoulders, curb and gutter, sanitary sewer, storm sewers, and water main, bearing upon transportation, disposal, handling and storage of materials; (2) the availability of labor, water, electric power and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground and existing detention ponds; (5) the character of equipment and facilities needed prior to and during work performance; (6) subsurface conditions at the site of Work; (7) the quantities and qualities of all materials, equipment, and labor set forth in the Bid Proposal, plans and drawings and specifications that are necessary to complete all of the Work as required under the Contract Documents; and (8) the location, condition, compatibility, configuration of all existing utilities and infrastructure. The BIDDER also acknowledges that it has verified as correct, confirmed and satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done, if any, as well as from the drawings, plans and specifications made a part of the bidding documents. The BIDDER further acknowledges that it has reviewed, investigated, confirmed, verified as correct and satisfied itself as to the available geotechnical reports, environmental reports, etc. Any failure of the BIDDER to take the actions described and acknowledged in this paragraph will not relieve the BIDDER from responsibility for estimating properly the difficulty and cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the City of West Chicago.

Christopher B. Burke Engineering, Ltd. and City of West Chicago assume no responsibility for any conclusions or interpretations made by the BIDDER based on information made available by Christopher B. Burke Engineering, Ltd. or the OWNER of the project. Nor does the City of West Chicago or Christopher B. Burke Engineering, Ltd. assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the acceptance of the bid offer and execution of the contract, unless that understanding or representation is expressly stated in this contract.

SECTION 105.09 – PAVEMENT MARKING PAINT

In addition to the requirements of Article 105.09 of the Standard Specifications, the CONTRACTOR shall furnish, at their expense, white, pink or purple pavement marking paint in aerosol cans, for use by the ENGINEER. The quality of the marking paint shall be as manufactured by Aervoe-Pacific Co. (distributed by Municipal Marking Distributors, Inc., Dundee, IL) or approved equal. The CONTRACTOR and SUBCONTRACTORS shall only use these same colors for their own markings, therefore, not using J.U.L.I.E. utility colors.

SECTION 107 – MAINTENANCE OF ROADWAYS

Beginning on the date that the CONTRACTOR begins work on this project, he 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 this work will be provided by the CONTRACTOR as required by the ENGINEER.

The work involved in maintaining the existing pavement and shoulders will not be paid for separately but shall be considered included to the contract unit prices for the various items of work involved, unless such item(s) of work have been provided for in the contract or otherwise specified for payment. Traffic Control and Protection required for this work shall be considered incidental to the contract.

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

SECTION 107 – PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

All existing 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 debris in the drainage structures resulting from construction operations shall be removed at the CONTRACTOR'S own expense, and no extra compensation will be allowed. Should reconstruction or adjustment of a drainage structure be required by the ENGINEER in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively of the Standard Specifications.

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

SECTION 107.09 – PUBLIC SAFETY AND CONVENIENCE

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

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

SECTION 107.27 – INSURANCE

Insurance shall be in accordance with Section 107.27 of the Standard Specifications and the following Special Provisions:

PROTECTIVE LIABILITY INSURANCE – ADDITIONAL INSURED

The contractor and his sub-contractors working within said permanent easement area, said temporary easement area, prior to entering upon said premises and using the same for the purposes for which this easement is granted, to procure, maintain and keep in force, at the contractors' expense, and for the duration of any activity on behalf of the Department, public liability and property damage insurance in accordance with Section 107.27 of the Standard Specification. In such policy or policies, the First American Bank as trustee under Trust # 86-75 dated December 12, 1986, John W. Dyer, Joan G. Dyer and Wolstenholme International, Inc., its officers, agents and employees shall be a named insured. Said policy or policies shall also provide fire and extended coverage, and all-risk property insurance in which the First American Bank as trustee under Trust # 86-75 dated December 12, 1986, John W. Dyer, Joan G. Dyer and Wolstenholme International, Inc. is named loss payee ("CLAIMS MADE" policies are unacceptable).

SECTION 107.28 – CONSTRUCTION SAFETY AND HEALTH STANDARDS

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

CONSTRUCTION DEBRIS

Effective October 18, 1999

Add the following to the third paragraph of Article 202.03 of the Standard Specifications:

“The Contractor shall not conduct any generation, transportation, or recycling of construction or demolition debris, clean or general or uncontaminated soil generated during construction, remodeling, repair, and demolition of utilities, structures, and roads that is not commingled with any waste, without the maintenance of documentation identifying the hauler, generator, place of origin of the debris or soil, the weight or volume of the debris or soil, and the location, owner, and operator of the facility where the debris or soil was transferred, disposed, recycled or treated. This documentation must be maintained by the Contractor for 3 years.”

20101200 – TREE ROOT PRUNING

Description. Before any trenching or excavation in the area of a tree, tree roots shall be cut as detailed in the plans, with root pruning equipment as approved by the Engineer. The cuts shall be made 6 to 12 inches closer to the tree than the construction limit. Pruning shall not be done at the construction limit.

Method of Measurement and Basis of Payment. Tree root pruning will be paid for at the contract unit price per each TREE ROOT PRUNING, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

20200100 – EARTH EXCAVATION

Description. This work shall conform to the requirements of Section 202 of the "Standard Specifications", except that overhaul will not be paid for. In addition to items specified in Section 202 and as noted in the Plans and Special Provisions, Earth Excavation shall consist of:

1. Retaining Wall excavation to the lines shown.
2. Excavation to subgrade elevation.
3. Placing and compacting suitable excavated material for fill areas in accordance with Section 205 of the "Standard Specifications".

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

20700400 – POROUS GRANULAR EMBANKMENT, SPECIAL

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per cubic yard for EARTH EXCAVATION which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

Description. 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 structural fill underneath the precast concrete box culvert as well as the cast in place portion of the box culvert end section.

Materials. The material shall be gradation CA-5 or CA-7 conforming to Article 1004 of the STANDARD SPECIFICATIONS.

The porous granular material shall be placed in 6" lifts, loose measurement, and compacted by using vibratory compaction equipment as approved by the ENGINEER.

Method of Measurement. The first 6" of porous granular material under the box will be included in the cost of Precast Concrete Box Culverts and also Box Culvert End Sections in accordance with Article 540 of the STANDARD SPECIFICATIONS. The remainder of this work will be measured for payment in accordance with Article 207.05 of the STANDARD SPECIFICATIONS. The volume will be computed by the method of average end areas.

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

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

20700420 – POROUS GRANULAR EMBANKMENT, SUBGRADE

Description. 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

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 ± 3
* 4"	90 ± 10
2"	45 ± 25
#200	5 ± 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
* 6"	97 ± 3
* 4"	90 ± 10
2"	55 ± 25
#4	30 ± 20
#200	5 ± 5

- * For undercuts greater than 18" the percent passing the 6" sieve may be 90 ± 10 and the 4" sieve requirements eliminated.

The porous granular material shall be placed in one lift when the total thickness to be placed is 2' thick 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 3" 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 1' longitudinal per 1" depth below the proposed subgrade or bottom of the proposed aggregate subgrade when included in the contract.

Method of Measurement. This work will be measured for payment in accordance with Article 207.05 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.

Basis of Payment. This work shall be paid for at the contract unit price per 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.

20800250 – TRENCH BACKFILL, SPECIAL

Description. The provisions of Section 208 of the STANDARD SPECIFICATIONS shall be modified such that the material used for trench backfill shall be CA-6 coarse aggregate. The trench backfill shall be compacted only by Method 1 as defined in Article 550.07 of the STANDARD SPECIFICATIONS.

The standard test to define maximum densities of all compaction work shall be ASTM D1557. All densities shall be expressed as a percentage of the maximum density obtained in the laboratory by the ASTM D1557 standard procedure. Each layer shall be compacted by mechanical means to 95 percent of the maximum dry density

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per cubic yard for TRENCH BACKFILL, SPECIAL for the installation specified which price shall include all material, equipment, and labor necessary to place and compact the trench backfill as specified.

21300010 – EXPLORATION TRENCH, SPECIAL

Description. This item shall consist of excavating a trench at the locations directed by the ENGINEER for the purpose of locating existing tile lines within the construction limits of the proposed improvement. This work shall conform to the requirements of Section 213 of the "STANDARD SPECIFICATIONS" except as herein modified.

The trench shall be 72", deep enough to expose the tile line, and the width of the trench shall be sufficient to allow proper investigation to determine if the tile line needs to be replaced.

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

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

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, and no extra compensation will be allowed for any delays, inconveniences or damage sustained by the CONTRACTOR in performing the work.

28000400 – PERIMETER EROSION BARRIER

Description. This item of work shall be in accordance with section 280 of the “Standard Specifications” except that only silt filter fence shall be used.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per linear foot for PERIMETER EROSION BARRIER installed, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

40200800 – AGGREGATE SURFACE COURSE, TYPE B

Description. The CONTRACTOR shall maintain ingress and egress to all abutting properties during construction operations. Temporary driveways and entrances shall be constructed of aggregate in accordance with the applicable portions of Section 351 of the "Standard Specifications for Road and Bridge Construction" and to the dimensions determined by the ENGINEER. The coarse aggregate shall be crushed stone or crushed gravel, gradation shall be CA-6.

Maintenance shall consist of placing and compacting additional aggregate of the same type and gradation as the base aggregate.

After these driveway aprons have served their purpose, the suitable aggregate shall be removed, and, at the direction and approval of the ENGINEER, utilized for other purposes, such as granular subbase, aggregate base course, and embankment construction or other driveway aprons or otherwise disposed of as specified in Article 202.03 of the Standard Specifications.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per ton for AGGREGATE SURFACE COURSE, TYPE B which price shall be payment in full for furnishing, transporting, placing, maintaining and removing, reusing or disposing of the aggregate, as herein specified and as directed by the ENGINEER.

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

40600100 – BITUMINOUS MATERIALS (PRIME COAT)

Description. Prime coat shall meet the specifications of Article 406.06 (b) of the "Standard Specifications for Road and Bridge Construction" with the following revisions and additions:

Emulsified asphalt shall only be used between the dates of May 15th and September 1st. On or before May 15th and on or after September 1st, RC-70 asphalt shall be used in lieu of emulsified asphalt.

On days between May 15th and September 1st, when the air temperature is in question, the exact type of priming asphalt shall be determined by the ENGINEER.

Shields, covers or other suitable equipment shall be provided by the CONTRACTOR to protect the motoring public, adjoining pavement, curbs, or structures during the application of prime coat. The CONTRACTOR will be required to present a weight ticket of the truckload prior to applying the prime coat. After application the truck shall then be weighed again in order to determine the net weight of prime coat that has been placed. Both tickets shall be stamped by the certified weighmaster.

The CONTRACTOR shall erect (to the ENGINEER's satisfaction) 36 inch by 36 inch minimum FRESH OIL AHEAD signs prior to the prime coat application. Prime Coat material shall be SS-1 on existing bituminous surfaces and MC30 on aggregate surfaces (subject to the date and temperature restrictions indicated above).

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per gallon applied for BITUMINOUS MATERIALS (PRIME COAT) which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

42001300 – PROTECTIVE COAT

Description. This work shall conform to the requirements of Articles 420.21 and 1023.01 of the “Standard Specifications,” except that the protective coat shall be applied in all cases regardless of the calendar date limitations contained in Article 420.21. The protective coating shall be applied to the exposed surfaces of the concrete curb and gutter, sidewalk, and concrete headwalls and retaining walls. Concrete curing shall be limited to methods specified in Article 1020.13 (a) [1], [2], and [3].

Method of Measurement and Basis of Payment. PROTECTIVE COAT will be paid for at the contract unit price per square yard, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

42400430 – PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

Description. This work shall consist of the installation of a Portland Cement Concrete Sidewalk with a compacted stone base to be performed in accordance with Section 311, 424 and 440 of the STANDARD SPECIFICATIONS. Sidewalks shall be placed on 4 inches of Compacted Aggregate Base Course, Type A. Expansion joints shall be placed at intervals of not more than 50 feet. At driveway apron locations, the depth of concrete shall be increased to 6 inches minimum for residential driveways and 8 inches minimum for non-residential driveways. All required removal and excavation shall be included. The removal of existing sidewalk is not included in this work. Sidewalk ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG)

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, SPECIAL, of the thickness specified which price shall include all required expansion joints, variable height edge treatment at sidewalk ramps, compacted Aggregate Base Course, sidewalk ramps and required removal and excavation. Detectable warnings (per BDE 80146) will be paid for as DETECTABLE WARNINGS.

42400800 – DETECTABLE WARNINGS

Description. Detectable Warnings shall meet the specifications of Article 424.09 of the "Standard Specifications for Road and Bridge Construction" with the following revisions and additions:

Materials. Detectable warnings shall consist of a surface of truncated domes meeting the requirements of the ADAAG and shall be East Jordan Iron Works or Neenah Foundry Detectable Warning plates or approved equal. The color of the detectable warnings shall be Federal Standard color 30166 in order to meet ADAAG requirements. The Contractor shall receive City of West Chicago and County approval of materials and color prior to installing the detectable warnings.

Basis of Payment. Detectable warnings will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS. Earth excavation will be paid for according to Article 202.08.

44000160 – HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4 ”

Description. This work shall be done in accordance with the applicable portions of Section 440 of the “Standard Specifications” and shall consist of milling bituminous pavement to the depths, locations, and limits specified in the plans. If the milling machine cuts too deep or tears out areas of the existing pavement which were to be saved, the holes shall be filled with leveling binder at the CONTRACTOR’S expense. Temporary ramps at butt joints will be provided in accordance with 406.18 of the “Standard Specifications”.

Method of Measurement and Basis of Payment. This item of work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4” which price shall include all labor, equipment and materials necessary to complete the work as specified.

48100500 – AGGREGATE SHOULDERS, TYPE A 6”

Description. This work shall conform to the requirements of Section 481 of the “Standard Specifications” with the exception that the material shall be limited to crushed gravel, crushed stone or crushed concrete. The plasticity index requirements and the requirements for adding water at the central mixing plant will be waived.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE A 6”, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

50105220 – PIPE CULVERT REMOVAL

Description. This work shall consist of the removal of reinforced concrete pipe culverts and corrugated metal pipe culverts in accordance with Section 501 and as modified herein.

Existing pipe culverts shall be removed so that all pipe and flared end sections considered suitable by the ENGINEER for future use shall be salvaged. The location and manner of storage of salvaged material shall be as directed by the ENGINEER. Any of the material having salvage value which has been damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at his/her own expense, with new pipe of the same kind and size. Material not suitable for salvage shall be disposed of by the CONTRACTOR in accordance with Article 202.03 of the Standard Specifications.

Trenches resulting from the removal of pipe culverts shall be backfilled in accordance with the applicable requirements of Article 550.07.

Method of Measurement and Basis of Payment. Pipe culvert removal will be paid for at the contract unit price per foot for PIPE CULVERT REMOVAL, regardless of diameters, which price shall include all excavation and backfilling, labor, equipment and materials necessary to perform the work as herein specified.

550A2XXX – STORM SEWERS, RUBBER GASKET, CLASS A
– STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1,
REINFORCED ELLIPTICAL CONCRETE PIPE

Description. This work shall consist of the installation of the storm sewer, in accordance with Section 550 of the Standard Specifications and as specified herein.

Materials. All joints in the reinforced concrete sewer pipe shall be sealed with preformed flexible rubber gasket and shall conform to the requirements of ASTM C-443.

Measurement and Payment. This work will be paid for at the contract unit price per foot for STORM SEWERS, RUBBER GASKET, CLASS A, type, and diameter specified.

56103XXX – DUCTILE IRON WATER MAIN

Description. Ductile iron water main shall be constructed in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS except as modified herein.

Materials. The water main shall be ductile iron, cement-lined asphaltic coating or paint, push-on joint, thickness class 52, of the size as designated in the plans, and shall conform to the latest ANSI A21.51/AWWA C151. Water main shall be pressure tested 150 psi for 2 hours' maximum loss (leakage, as per "State Standards"). Water main shall be chlorinated at initial concentration of 50 ppm. Required residual concentration (min.) after 24 hours = 25 ppm. Further details and notes regarding materials, installation and testing for ductile iron watermain are provided on the plans.

All fittings shall be American Ductile Iron C153, Tyler, US Pipe Class 350, or approved equal mechanical joint restrained with "Megalug" retainer glands. Thrust blocking is not allowed. The cost of restraint devices shall be considered included in the cost of the ductile iron water main.

General. All direct buried underground iron or ductile iron piping, pipe fittings and appurtenances shall be encased with polyethylene wrap with taped joints. All fittings shall receive 2 layers of polyethylene wrap. Polyethylene wrap shall be equal to ASTM 1248 and shall conform to the applicable requirements of AWWA C105. Where it has been specified that water main be wrapped, the wrapping shall be installed per manufacturers guidelines. The water main shall be re-wrapped water tight after it has been removed to install service taps, lateral connection, etc.

Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be considered incidental and paid for at the CONTRACTOR'S sole expense. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum of 5.5' and maximum of 8.0' of cover except at special crossings as shown on the plans.

All types of pipe shall be handled in such a manner as to prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be repaired to the satisfaction of the ENGINEER, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the CONTRACTOR.

The pipe shall be inspected by the ENGINEER for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is

not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the ENGINEER, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, tees or other fittings shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the CONTRACTOR at his sole expense. No Bell repair clamps shall be allowed.

The bedding, haunching and backfilling for pipe installation shall be as shown on the Drawings and as specified in Sections 20-2.20 and 20-2.21 of the WATER AND SEWER SPECIFICATIONS except as modified in these Special Provisions.

The standard test to define maximum densities of all compaction work shall be ASTM D1557. All densities shall be expressed as a percentage of the maximum density obtained in the laboratory by the ASTM D1557 standard procedure.

The bedding, haunching, and initial backfill shall be placed in 6-inch maximum layers of the specified materials as shown on the Drawings and compacted by mechanical means. Each layer shall be compacted to 95 percent of the maximum dry density.

Select backfill material (common) excavated from the site or the trench shall be placed back into the trench when and where select (common) backfill is shown on the Drawings. Only select material free of organics, rocks, and debris shall be placed back into the trench and only as approved by the ENGINEER. The select backfill material shall be placed in one foot layers and compacted by mechanical means from one foot above the top of the pipe to the bottom of required topsoil. Each layer shall be compacted to 90 percent of the maximum dry density.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the diameter specified, measured in place. This price shall include the cost of all pipe, tees, joint materials, fittings, thrust blocks, bedding, haunching and backfill, hydrostatic pressure tests, leakage tests, disinfecting of the water main and excavation. This item shall also include any and all items such as water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

The placement and compaction of granular backfill material (CA-6) when required shall be as specified under "TRENCH BACKFILL, SPECIAL" of these Special Provisions.

56105XXX – WATER VALVES

Description. Water valves shall be constructed in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS except as modified herein.

Materials. Water valves 16" and smaller shall be of the resilient wedge gate valve type suitable for ordinary water-works service, intended to be installed in a normal position on buried pipe lines for water distribution systems. At a minimum, all gate valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C515 and AWWA C509 and be rated for 250 psi working pressure. Valves larger than 16" shall be butterfly style.

Further details and notes on materials and installation are provided on the plans. All materials used in the manufacture of waterworks gate valves and butterfly valves shall conform to the AWWA standards designed for each material listed.

1. **Manufacturer and Marking** - The gate valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body. Gate valves shall be American Flow Control, Clow, East Jordan, Mueller or approved equal. The butterfly valves shall be standard pattern and shall have the name or mark of the manufacturer, size and working pressure plainly cast in raised letters on the valve body. Butterfly valves shall be Clow series 4500 MJ, Henry Pratt Ground Hog, or approved equal.
2. **Type and Mounting** - The valve bodies shall be mounted with approved non-corrosive metals. All wearing surfaces shall be bronze or other approved non-corrosive material and there shall be no moving bearing or contact surfaces of iron in contact with iron. Contact surfaces shall be machined and finished in the best workmanlike manner, and all wearing surfaces shall be easily renewable. All trim bolts shall be 304 series stainless steel.

The resilient-seated disc wedge shall be of the resilient wedge fully-supported type. Solid guide lugs shall travel within channels in the body of the valve. The disc and guide lugs shall be fully (100%) encapsulated in SBR (styrene butadiene) rubber.

Disc wedges that are not 100% fully encapsulated shall not be acceptable. Guide caps of an acetal copolymer bearing material shall be provided to protect the rubber-encapsulated solid guide lugs from abrasion for long life and ease of operation.

All internal and external exposed ferrous surfaces of the gate valve and the butterfly valve shall be coated with a fusion-bonded, thermosetting powder epoxy coating conforming to AWWA C550 and certified to NSF 61. Coating shall be non-toxic and shall impart no taste to water. Coating thickness shall be nominal 10 mils.

The stem shall be of high tensile strength bronze or other approved non-corrosive metal, providing 70,000 PSI tensile strength with 15% elongation and a yield strength of 30,000 PSI. All nonferrous bushings shall be of substantial thickness, tightly fitted and pressed into machine seats. All valves shall open by turning to the left (counterclockwise), unless otherwise specified.

Butterfly style valves shall be supplied with 2" operating nut.

3. End Connections - End connections of gate valves shall consist of Mechanical Joints.

All gate valves and butterfly valves are to be installed in concrete valve vaults as detailed in the plans. The valves shall be wrapped with polyethylene film, as specified in the Special Provision for "Ductile Iron Water Main", included elsewhere herein. Valves shall be installed using stainless steel bolts.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for WATER VALVES, of the size specified. This price shall include the cost of all labor, materials and equipment necessary to install the gate valve in a valve vault, as detailed in the plans and to the satisfaction of the ENGINEER. The valve vault will be paid for separately.

56106XXX – ADJUSTING WATER MAIN

Description. This work shall consist of adjusting existing water main in conflict with sewer or water main to be constructed, per Section 561 of the Standards, with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS, , as detailed in the plans, and as specified herein.

Materials. Materials for adjusting water main shall be ductile iron pipe, Class 52, conforming to ANSI/AWWA C151/A21.51-86, Standard for Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand Lines Molds, for Water or Other Liquids. Ductile iron pipe shall be cement lined in accordance with AWWA C104, Standard for Cement Mortar Lining and Ductile Iron and Gray Iron Pipe and Fittings for Water. Fittings shall be ductile iron or cast iron in accordance with AWWA C110, Standard for Ductile Iron and Gray Iron Fittings, 3-in. through 48-in., for Water and Other liquids, and AWWA 151. Pipe joints shall be mechanical or push-on in accordance with AWWA C111, Standard for Rubber Gasket Joints for Ductile Iron and Gray Iron Pressure Pipe and Fittings. Refer to the latest revision for the above AWWA standards. Fittings shall be American Ductile Iron C153, Tyler, US Pipe Class 350 or approved equal mechanical joint. All mechanical joint fittings shall be installed with corten bolts. All joints shall be restrained using MegaLugs by EBAA Iron or an approved equal. A maximum of a 45 degree bend is permitted unless approved by the ENGINEER.

General. Installation requirement shall be in accordance with Section 561 of the STANDARD SPECIFICATIONS, and shall be completed within the work hours designated by the ENGINEER. No repair clamps shall be allowed.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per linear foot, as measured along the centerline of the pipe, for ADJUSTING WATER MAIN, of the diameter specified. Said price shall include the cost of all pipe, fittings, joint materials, retainer glands, hydrostatic test, disinfection of water main, removal and disposal of old water main and all excavation. Trench backfill will be measured and paid for as specified in the Special Provision for TRENCH BACKFILL, SPECIAL, included elsewhere herein.

5610XXXX – TAPPING VALVES AND SLEEVES

Description. A pressure connection to the existing water main shall be made without shutting down the existing water main. This pressure connection shall be made by means of a tapping sleeve and tapping valve, per Section 561 of the Standards, details, as directed by the Engineer, and as specified herein.

Materials. The sleeve shall be of the split taping tee type which shall be firmly and securely attached to the existing water main at the location shown on the Drawings. Tapping sleeve shall be of the flanged outlet type designed for attachment to the flanged inlet end of the tapping valve. The tapping sleeve shall be rated for 150 psi working pressure. The tapping sleeve shall be Mueller Cast Iron MJ #H615, American Flow Control Ductile Iron Series 2800, Tyler/Union Ductile Iron, US Pipe Ductile Iron T-9, or approved equal. Further details and notes on the materials and installation are provided on the plans.

General. Tapping valves shall be provided with a flanged end for attachment to the flange of the tapping sleeve and with a mechanical joint end that is suitable for attachment of a drilling machine. With the exception of valve ends and oversized seat rings to permit entry of the drilling machine cutters, the tapping valve shall be of the resilient wedge, gate valve type as previously specified in the Special Provision for "WATER VALVES".

Each tapping sleeve and valve assembly shall be furnished and installed complete with gaskets, nuts/bolts and appurtenances all as required for the sleeve and flanged connection between the sleeve and valve. Tapping valves shall be paid for separately as previously specified.

Method of Measurement and Basis of Payment. This work will be paid for at the Contract Unit Price per each for TAPPING VALVE AND SLEEVE, of the size specified, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

56200XXX – WATER SERVICE LINE

Description. This item consists of furnishing and installing new Type K copper water service lines of the same diameter (1" diameter minimum) as the existing water service lines, in accordance with Section 562 of the STANDARD SPECIFICATIONS and Section 41-2.11 of the WATER AND SEWER SPECIFICATIONS and as detailed in the plans.

Some existing service lines are lead or galvanized steel. The CONTRACTOR shall provide the proper couplings between copper and lead or galvanized steel. No couplings will be allowed beneath the proposed pavement. All service lines replaced through the curb stop and reducer, if necessary, shall be considered incidental to the price for WATER SERVICE LINE. Service line shall be placed through the curb stop a minimum distance of 1 ft. Service line shall have a minimum of 5-1/2' bury and a maximum of 8' bury. Service lines shall be a minimum of 18" above sanitary or storm sewers. When installing a back loop over or under water main, the loop shall have a maximum of a 4' radius. Where new domestic water service boxes are installed, water service line shall be 1" diameter.

Method of Measurement and Basis of Payment. The work specified above, including all labor, equipment, materials, fittings and couplings necessary to provide complete water service to the properties, shall be paid for at the contract unit per foot for WATER SERVICE LINE, of the diameter specified. Removal of existing service line, if necessary, shall be considered incidental to this item. New corporation stops and water service boxes will be paid for separately.

56201XXX – CORPORATION STOPS

Description. This work shall consist of furnishing and installing corporation stops for water service lines connected to new or existing water mains, in accordance with Section 562 of the STANDARD SPECIFICATIONS, Section 41-2.11 of the WATER AND SEWER SPECIFICATIONS, and as detailed on the plans.

The ¾" and 1" corporation stops shall be Ford F-600 Series or Mueller H 15000 or equal approved by the CITY OF WEST CHICAGO. Both shall have flared copper outlet and AWWA/CC Thread inlet.

The 1 ½" and 2" corporation stops shall be Ford Fb-600 Series or Mueller 300 Series or equal approved by the CITY OF WEST CHICAGO. Both shall have AWWA/CC Thread inlet but may have a flare or compression outlet.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price each for CORPORATION STOPS, of size specified, which price shall be payment in full for all labor, equipment, and material required to complete the work as specified herein.

56400500 – FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of the removal of existing fire hydrants, including valve box, cutting valve box to meet 3' minimum cover, filling valve with sand, backfilling, closing valve and replacing outer plate if abandoned, and plugging and blocking of abandoned water main as indicated on the plans or required by the ENGINEER. The existing fire hydrants are not to be removed until after the new fire hydrants have been installed, tested and approved. The fire hydrants to be removed shall become the property of the CITY OF WEST CHICAGO and shall be delivered to the Public Works Facility. If the CITY OF WEST CHICAGO does not want the removed fire hydrants, they shall become the property of the CONTRACTOR.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, which price shall be payment in full for all labor, equipment and material necessary to complete the work as specified herein.

56400820 – FIRE HYDRANTS WITH AUXILIARY VALVE AND VALVE BOX

Description. As a minimum, the design, materials and workmanship of all fire hydrants shall conform to the applicable portions of AWWA C502 as well as Section 45 of the WATER AND SEWER SPECIFICATIONS. The details and notes for materials and installation are provided on the plans.

Materials. All fire hydrants shall be Waterous Pacer 250 or East Jordan 5BR with 304 stainless steel trim, or approved equal with break away traffic flange painted chrome yellow and installed no more than 2" above finished grade. The depth of bury on all hydrants shall be 5.5' minimum. All fire hydrants shall be flanged or MJ. All hydrants installed on 12" or larger water main shall be installed on locking hydrant tees where available. All MJ fittings shall require Megalugs. Hydrant paint shall be MAB paints Rust-O-Lastic No. 043-3291 Safety Yellow or approved equal. All fire hydrants shall be equipped with an attached auxiliary valve and cast iron valve box. Auxiliary valve boxes shall be East Jordan Series 8550 or Tyler 6580 Series or approved equal. The auxiliary valve shall be in accordance with the WATER VALVE special provision included elsewhere herein. The water main from the hydrant to the water main shall be a six (6) inch ductile iron water pipe. The valve boxes shall be the adjustable type, shall be set at finished grade, and shall have the valve box covers stamped "Water".

General. Fire hydrants shall be placed at the locations as shown on the plans or as otherwise directed by the ENGINEER. Fire hydrants shall be installed as shown on the details included in the plans. A minimum of 2 cubic yard of coarse aggregate shall be placed at and around the base of the hydrant to insure proper drainage of the hydrant after use. The hydrant shall be set on a concrete block to insure firm bearing for the hydrant base. Valve box stabilizers shall be provided on all fire hydrants. Valve box stabilizers shall be East Jordan No. 98725, Adapter Inc. rubber doughnuts, or approved equal.

All fire hydrants will be inspected by the City of West Chicago prior to any backfilling.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS WITH AUXILIARY VALVE AND VALVE BOX, which price shall include the cost of all labor, materials, and equipment necessary to install the fire hydrant with auxiliary valve and valve box, locking hydrant tee, new stainless steel bolts for connection to existing auxiliary valve where shown and 6" ductile iron pipe extension connecting the hydrant to the water main, as detailed in the plans and to the satisfaction of the ENGINEER.

56500600 – DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Description. This work shall be performed in accordance with the requirements of Section 565 of the "Standard Specifications". Domestic Water Service Boxes will be adjusted at locations shown on the plans and as directed by the ENGINEER

The top of the box shall be adjusted and set flush with the proposed ground surface grade.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED. This price shall include all labor, equipment and materials necessary to perform the work as herein specified.

56500700 – DOMESTIC WATER SERVICE BOXES TO BE REMOVED

Description. This work shall be performed in accordance with the requirements of Section 565 of the "Standard Specifications". Domestic Water Service Boxes will be removed at locations shown on the plans and as directed by the ENGINEER

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE REMOVED. This price shall include all labor, equipment and materials necessary to perform the work as herein specified.

56500800 – DOMESTIC WATER SERVICE BOXES

Description. This work shall be performed in accordance with the requirements of Section 565 of the "Standard Specifications".

Materials. All curb stops shall be fabricated of brass and shall be provided with outlets suitable for copper connections. The Tyler No. 6500 with Vitelli or equivalent concrete B-Box pad, or approved equal shall be used. 1" curb stop coupling, Ford Z-22 Series or Mueller H-15204 or approved equal shall be used as well.

The cast iron service box shall be installed over the curb stop and held in a truly vertical position until sufficient backfill has been placed to ensure permanent vertical alignment of the box. The top of the box shall be adjusted and set flush with the established ground surface grade. All service boxes shall be keyable and to grade after sod/seeding has been performed.

Domestic Water Service Boxes shall be installed at all locations where meter vaults and 5614L B-boxes have been removed or at locations as directed by the ENGINEER.

Method of Measurement and Basis of Payment. Furnishing and installing curb stops, curb boxes, and any couplings required to connect to the existing service shall be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES. This price shall include all labor, equipment and materials necessary to perform the work as herein specified.

60201340 – CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 24 FRAME AND GRATE

Description. This work shall be performed in accordance with the requirements of Section 602 of the "Standard Specifications", and Standard Drawing 602001.

The half trap option as shown on Standard Drawing 602001 will not be required, and a 24" sump shall be provided.

Method of Measurement and Basis of Payment. CATCH BASINS, TYPE A will be paid for at the contract unit price per each for the diameter specified which price shall include frame and grate or frame and lid specified, all labor, equipment and materials necessary to perform the work as herein specified.

602XXXXX – RESTRICTED DEPTH MANHOLES AND RESTRICTED DEPTH CATCH BASINS

Description. This work shall be in accordance with Section 602 of the "Standard Specifications" and Standard Drawings 602001 or 60240, except that the half-trap as shown on Standard Drawing 602001 shall be omitted and an 18-inch sump will be provided on the Catch Basin.

For structures having Type 8 grates, a 2 foot by 4-inch (minimum) high riser shall be installed on the flat slab.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price each for RESTRICTED DEPTH MANHOLE or RESTRICTED DEPTH CATCH BASINS of the diameter specified which price shall include frame and grate or frame and lid specified, all labor, equipment and materials necessary to perform the work as herein specified.

60228110 – MANHOLES, SANITARY, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID
60228300 – DROP SANITARY MANHOLES, WITH TYPE 1 FRAME, CLOSED LID

Description. This work shall be in accordance with Section 602 of the "Standard Specifications", plan details and as directed by the Engineer.

General. Sanitary sewer manholes shall be of the precast reinforced concrete type and shall comply with ASTM C-478 and be provided with monolithically precast base, unless the requirements of the installation or the Drawings show otherwise. Each manhole shall be provided complete in accordance with the Drawings and the following:

1. Top: Precast concrete, of cone, top type, as indicated.
2. Base: Precast concrete, with base riser section and separate base slab, as indicated; except that separate base slab shall be provided as required for the application. EZ-Stick gasket or equal shall be installed at all joints. External joint seals to be Mac-Wrap or approved equal.
3. Steps: Ductile-iron Neenah R-1981-1, EJIW 8533 or approved equal, integrally cast into manhole sidewalls.
4. Pipe Connectors: Resilient, complying with ASTM C 923.
5. Cast Iron Frames and Lids: All frame and lid castings shall conform to the requirements of gray iron castings ASTM A48 or ductile iron castings grade 60-40-18 proof loaded in accordance with Federal Specifications RR-F-621b, Section 3.8. All closed lids for sanitary applications shall be indented top design and have the word "SANITARY" and "CITY OF WEST CHICAGO" cast into the lid for each respective structure and shall be of the water proof, self-sealing type; and shall be Neenah R1772 Type "B" with self-sealing lid or EJIW 1022-1HD or approved equal. Where noted on the Drawings, watertight, bolt down lids shall be installed.
6. Chimney Seal: External Manhole Chimney Seal shall be provided and shall consist of a rubber sleeve, compression band and extension skirt. Rubber sleeve shall be high grade rubber compound conforming to ASTM C293 with a hardness of 45 plus or minus 5. Compression bands shall be 16 gauge Type 304 stainless steel with a minimum width of 1 inch. Extension skirt shall be fiberglass reinforced PVC, impervious to tear and puncture, with a minimum weight of 12 ounces per square yard. External manhole chimney seal shall be as manufactured by Canusa, Infishield or approved equal.
7. Vacuum Testing of Manholes: Manholes shall be tested before the ring and cover and grade adjustment rings are installed, and after backfill and compaction is complete. Tests shall be performed in accordance with ASTM C1244 and these Specifications.

a. Preparation for tests:

- (1) All lift holes, joints and other imperfections shall be filled with an approved non-shrink grout, to provide a smooth finish appearance.
- (2) All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manholes.

b. Test procedure:

- (1) The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendation.
- (2) A vacuum of 10-inches mercury shall be drawn in the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9-inches mercury.
- (3) The manhole shall pass if the time for the vacuum reading to drop from 10-inches mercury to 9-inches mercury meets or exceeds the values indicated in the following table:

Minimum Test Times for 48" Manhole	
Depth (ft)	Times(s)
8	20
10	25
12	30
14	35
16	40
18	45
20	50
22	55
24	59
26	64
28	69
30	74

- c. If the manhole fails any test, necessary repairs shall be made by an approved method and the manhole shall be retested until a satisfactory test is obtained.

Method of Measurement and Basis of Payment. The work shall be measured and paid for at the contract unit price for each MANHOLE SANITARY, WITH TYPE 1 FRAME CLOSED LID, of size and type specified, or DROP SANITARY MANHOLES, WITH TYPE 1 FRAME, CLOSED LID which price will include all excavation, materials, labor, frame and lid, backfilling and testing, removal of existing sanitary sewer pipe.

6060XXXX – COMBINATION CONCRETE CURB AND GUTTER OR CONCRETE CURB

Description. This work shall be in accordance with Section 606 of the "Standard Specifications" and Standard Drawing 606001 with the following exceptions:

In addition to the requirements of Standard Drawing 606001, 1" expansion joints shall be constructed at maximum intervals of 150 feet.

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

The end treatments as specified in the plans shall conform to the special details. Where no end treatment is specified, curb and gutter endings shall be transitioned to a flat section in 6 feet.

Transitions between Type B-6.24 and Type M-4.24 Curb and Gutter, and between Type B-6.24 and Type B-6.12 Curb and Gutter will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, of the type specified, or CONCRETE CURB of the type and size shown in the plans which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

66400535 – CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE

Description. This work shall be in accordance with Section 664 of the "Standard Specifications" and Standard Drawing 664001 with the following exceptions:

In addition to the requirements of Standard Drawing 664001, Contractor shall use a 1/2" thick, 6"x6" steel plate galvanized, with the fence post welded to it and then bolted to the top of the head wall. Use 5/8" galvanized bolts in the concrete drilled and epoxyed in the concrete.

Shop drawings of the fence shall be submitted to the ENGINEER for review prior to fabrication.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE, 6' ATTACHED TO STRUCTURE. This price shall include all labor, equipment and materials necessary to perform the work as herein specified.

70101800 – TRAFFIC CONTROL AND PROTECTION (SPECIAL)

701.01 Description. This work shall be performed in accordance with Section 701 of the STANDARD SPECIFICATIONS, and any Highway Standards contained herein with the following clarifications.

Special attention is called to Articles 701.14 and the following Highway Standards relating to traffic control:

TC10	Traffic Control and Protection for Side Roads, Intersections and Driveways
TC16	Pavement Marking Letters and Symbols for Traffic Staging
TC22	Temporary Information Signing
701301	Lane Closure, 2L, 2W, Short Time Operations
701501	Urban Lane Closure, 2L, 2W, Undivided
701502	Urban Lane Closure, 2L, 2W, with Bidirectional Left Turn Lane
701801	Lane Closure, Multilane 1W or 2W Crosswalk or Sidewalk Closure
702001	Traffic Control Devices
704001	Temporary Concrete Barrier

Associated Special Provisions

LRS 3	WORK ZONE TRAFFIC CONTROL
80110	IMPACT ATTENUATORS, TEMPORARY

701.04 General. In 701.04 (a) Applications. Include the following revisions; Paragraph 1 Delete "or as directed by the ENGINEER." Paragraph 4 Delete "and as directed by the ENGINEER."

Add the following:

The CONTRACTOR shall make frequent inspections of the worksite. Any traffic control items that are worn, damaged or are inoperative to the extent that they no longer meet these specifications or that have been displaced shall be repaired or removed and replaced. Traffic control items shall be properly installed and operational 24 hours-a-day, 7 days a week. The individual specified in paragraph 6 of subsection (a) shall be available for 24 hour-a-day contact. The CONTRACTOR shall respond to requests from the CITY OF WEST CHICAGO to correct traffic control deficiencies within 4 hours of the request. If specification is not met within 4 hours of notice, the CITY OF WEST CHICAGO will take whatever action it may deem necessary to bring the traffic control within specification and deduct all costs (actual and incurred) from amounts due the CONTRACTOR.

The CONTRACTOR shall maintain at least one lane of traffic for local and emergency use at all times, except for allowable closures with detours as shown on the plans or approved by the City of West Chicago. Entrances to driveways and side roads shall also be

maintained as indicated in the special provision for AGGREGATE FOR TEMPORARY ACCESS.

All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 702001.

701.05 Specific Procedures. Add the following:

"Rough Grooved Surface" signs (W8-1107) shall be used when the road has been cold milled and is open to traffic. These signs shall be installed a minimum of 500 feet from any area where the pavement has been milled. The signs shall remain in place until the cold milled condition no longer exists.

"Fresh Oil" signs (W21-2) shall be used when prime has been applied to pavement or base course that is to remain open to traffic. The sign shall be installed a minimum of 200 feet from any area where prime has been applied. They shall remain in place until the tacking of the prime ceases.

"Fines Double Through Construction Zone" signs shall be installed at all entrances to the construction zone.

Article 701.07 "Method of Measurement" shall be replaced completely with the following:

701.07 Method of Measurement.

These items of work will be measured on a lump sum basis for furnishing installing, maintaining, replacing, relocating and removing the traffic control devices required in the plans and these special provisions.

Article 701.14 "Signs" shall be modified by adding the following paragraph,

Temporary Construction Information Signs. When indicated in the traffic control plan or as directed by the Engineer the Contractor shall furnish, install, maintain, relocate, and remove for various stages of construction Temporary Construction Information Signs. These signs shall include all Temporary Construction Information Signs needed by the road users to proceed safely through the work zone.

Article 701.08 "Basis of Payment" shall be replaced completely with the following:

701.08 Basis of Payment

This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL). The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices indicated in the plans and specifications, except for the following items, which will be paid for separately.

- (1) Construction Speed Limit Trailer
- (2) Sand module impact attenuators

~~(3)~~ Traffic Control Supervisor

- (4) Portable Changeable Message Signs (When not shown on the Standard)
- (5) Temporary Concrete Barrier
- (6) Monodirectional Prismatic Barrier Reflector

The salvage value of the materials removed shall be reflected in the bid price for this item.

Any delays or inconveniences incurred by the Contractor while complying with these requirements shall be considered incidental to TRAFFIC CONTROL AND PROTECTION (SPECIAL) and no additional compensation will be allowed.

Any traffic control devices required by the Engineer to implement the Traffic Control Plan as shown in the plans and specifications of the contract shall be considered incidental to the pay item TRAFFIC CONTROL AND PROTECTION (SPECIAL).

If the Engineer requires additional work involving a substantial change of location and/or work which differs in design and/or work requiring a change in the type of construction, as stated in Article 104.02(d) of the "Standard Specifications" the standards and/or the designs, other than those required in the plans, will be made available to the Contractor at least one week in advance of the change in traffic control. Payment for any additional traffic control required for the reasons listed above will be in accordance with Article 109.04 of the "Standard Specifications".

Revisions in the phasing of construction or maintenance operations, requested by the Contractor, may require traffic control to be installed in accordance with standards and/or designs other than those included in the plans. The Contractor shall submit revisions or modifications to the traffic control plan shown in the contract to the Engineer for approval. No additional payment will be made for a Contractor requested modification.

In the event the sum total of all work items for which traffic control and protection is required is increased or decreased by more than ten percent (10%), the contract bid price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) will be adjusted as follows:

Adjusted contract price = $0.25P + 0.75P [1 \pm (X - 0.1)]$

Where "P" is the contract price for TRAFFIC CONTROL AND PROTECTION (SPECIAL)

Difference between original and final sum total value of all work items for which traffic

Where "X" = control and protection is required.

Original sum total value of all work for which traffic control and protection is required.

The value of the work items used in calculating the increase and decrease will include only items that have been added to or deducted from the contract under Article 104.02 of the "Standard Specifications" and only items that require the use of TRAFFIC CONTROL AND PROTECTION (SPECIAL).

7010XXXX – TRAFFIC CONTROL AND PROTECTION (DETOUR)

Description. 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, Millennium Edition" "Quality Standard for Work Zone Traffic Control Devices", any special details and Highway Standards contained in the plans and the special provisions contained herein.

Special attention is called to Articles 105.05, and 107.09, and to Sections 701, 702, 704, and 782 of the "Standard Specifications", and to the following Highway Standards, Details, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the Engineer at least 72 hours in advance of installing detour signs. Detour signs shall be installed progressing from the end of the detour route to the beginning.

Method of Measurement. The Kress Road – Powis Road detour route signing will be measured for payment per lump sum for TRAFFIC CONTROL AND PROTECTION (DETOUR 1). The Hawthorne Lane Closure at Railroads detour route signing will be measured for payment per lump sum for, TRAFFIC CONTROL AND PROTECTION (DETOUR 2). The Eastbound Hawthorne Lane detour route signing will be measured for payment per lump sum for TRAFFIC CONTROL AND PROTECTION (DETOUR 3).

Basis of Payment. This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (DETOUR 1), TRAFFIC CONTROL AND PROTECTION (DETOUR 2) TRAFFIC CONTROL AND PROTECTION (DETOUR 3). The payment will be in full for all labor, materials, transportation, and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices related to detours indicated in the plans and specifications.

83600215 – LIGHT POLE FOUNDATION, CONCRETE, 24" DIAMETER, OFFSET

Description. This item shall consist of furnishing and installing a proposed offset concrete foundation for a proposed street light standard. This item shall be used only to avoid utility conflicts and as directed for use by the Engineer.

The foundation shall be constructed in accordance with Section 836 of the State Standard for Road and Bridge Construction, latest edition, and as shown in the details on the plans.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for LIGHT POLE FOUNDATION, CONCRETE, 24" DIAMETER, OFFSET which shall be payment in full for furnishing, installing and placing into operation a complete working unit, including restoration.

MX033634 – SNOWPLOWABLE REFLECTIVE PAVEMENT MARKERS

Description. This work shall consist of setting reflective pavement markers in a recessed groove in the pavement. The recessed pavement markers shall be used to supplement other pavement markings, similar to the use of Raised Reflective Pavement Markers.

Materials. The reflective pavement marker shall be a 3M 290 series pavement marker or Engineer approved equivalent. The epoxy used shall be as recommended by the pavement marker manufacturer.

Installation. Spacing and orientation of the pavement markers shall be as detailed in the plans or as directed by the Engineer.

A recessed groove shall be cut in the pavement 5" wide, 24" long at a depth of 3/4." An additional 30" length shall taper from 0" (normal pavement) to 3/4" depth (full-recessed) at the approach end only for one-way reflectors, and at both ends for two-way reflectors.

The recessed area shall be cleaned free of all loose material, and dry before the placement of the pavement marker. All excess material resulting from the construction of the recessed area shall be completely removed from the surface of the roadway by means of vacuum sweeper truck. The pavement marker shall be cemented with epoxy in the center of the 3/4" deep recessed groove.

Inspection. A straight edge shall be placed across the recess to check that the top of the marker is below the pavement. Inspection and acceptance shall be according to Article 781.04 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for SNOWPLOWABLE REFLECTIVE PAVEMENT MARKER, which price shall be payment in full for all labor, equipment, and materials necessary to complete the work as specified.

X0321478 – MAINTENANCE OF EXISTING LIGHTING SYSTEM, COMPLETE

Description. This work shall consist of maintaining the existing lighting system that pertains to the construction project. The energy charges for the operation of the street lighting will be paid for by the local agency.

At least one week prior to the beginning of construction of the proposed street lighting system, the contractor shall conduct an inspection of the existing lighting units with a representative of the agency responsible for maintenance. The inspection shall reveal defective lighting items such as cable, mast arms, luminaries, poles, and all other appurtenances that combine for a complete operating unit. The contractor shall not be responsible for any noted deficient items. In case the contractor fails to contact the maintaining agency for this inspection, the contractor shall be held responsible for all items remaining defective at the completion of the contract.

The contractor shall become responsible for the maintenance of the existing lighting system on a date mutually agreed upon between the contractor and the maintaining agency representative but no later than the beginning of any construction within the limits of this project. This maintenance shall remain in effect until written notice of final acceptance of the proposed lighting system is issued by the engineer.

Maintenance Procedures. The procedures shall conform to the following requirements:

- A) Patrol and inspect all lighting units at least once every two weeks for proper alignments of luminaries, lamp outages, and general operation of lighting units.
- B) Provide immediate corrective action to replace burned out lamps or damaged sockets with new approved lamps or sockets. At the time of replacement, the reflector and lens shall be cleaned.
- C) Respond to emergency calls within two hours after notification and provide immediate corrective action. The contractor shall maintain a stock of sufficient amounts of material and equipment to provide temporary and permanent repairs. Any damage to the lighting unit from any cause shall be repaired and or replaced by the contractor at his/her own expense. The contractor may institute action to recover damages from a responsible third party.
- D) The contractor shall provide the engineer the names and telephone numbers of two persons who will be available 24 hours a day, 7 days a week to perform any necessary work on the lighting units.

If at any time, the contractor fails to perform any work deemed necessary by the engineer to keep the lighting units in proper operating condition, or if the engineer finds it impossible to contact the designated persons to perform any work, the engineer reserves the right to have other electrical contractors perform the needed work. The cost of such work shall be deducted from the amount due the contractor.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract lump sum price for MAINTENANCE OF EXISTING LIGHTING SYSTEM, COMPLETE, which price will be payment in full for all materials, equipment and labor needed to perform the work described herein.

X0321461 – PILLAR REMOVAL

Description. This work shall consist of removal of pillars with brick exterior, per Section 201 of the STANDARD SPECIFICATIONS, as shown on the plans or directed by the Engineer.

Method of Measurement and Basis of Payment. The work shall be measured and paid for at the contract unit price per each for PILLAR REMOVAL, which price shall be payment in full for all material, labor and any other items required to complete the work.

X0321690 – BRICK WALL REMOVAL

Description. This work shall consist of removal walls with brick exterior, per Section 201 of the STANDARD SPECIFICATIONS, as shown on the plans or directed by the Engineer.

Method of Measurement and Basis of Payment. The work shall be paid for at the contract unit price per foot for BRICK WALL REMOVAL, which price shall be payment in full for all material, labor and any other items required to complete the work.

X0322671 – STABILIZED CONSTRUCTION ENTRANCE

Description. This work shall consist of furnishing, installation, maintenance and removal of stabilized pad of aggregate underlain with filter fabric as shown on the plans or directed by the Engineer.

Materials. Materials shall conform to the following:

Aggregate size. IDOT Coarse Aggregate Graduation: CA-1, CA-2 CA-3, or CA-4.

Filter Fabric shall consist of synthetic polymers composed of at least 85 percent by weight polypropylene, polyesters, polyamides, polyethylene, polyolefins, or polyvinylidene-chlorides. The geotextile shall be free of any chemical treatment or coating that significantly reduces its porosity. Fibers shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet lights.

Construction Requirements. The course aggregate shall be a thickness of 6 inches or more. The stone entrance should not be filled until the area has been inspected and approved by the Engineer.

The rock shall be dumped and spread into place in approximately horizontal layers not more than 3 feet in thickness. It shall be placed in a manner to produce a reasonable homogeneous stable fill that contains no segregated pockets or larger or small fragments or large unfilled space caused by bridging of larger fragments. No compaction will be required beyond that resulting from the placing and spreading operations.

The minimum width and length shall be 14 and 50 feet, respectively.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE. The stabilized construction entrance will have positive drainage away from the roadway.

The entrance shall remain in place and be maintained until the disturbed area is stabilized. Any sediment spilled onto public right-of-ways must be removed immediately.

Method of Measurement and Basis of Payment. The work shall be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall be payment in full for all material, labor and any other items required to complete the work.

X0322936 – REMOVE EXISTING FLARED END SECTION

Description. This work shall consist of the removal and disposal of existing concrete flared end sections of all sizes per Section 551 of the “Standard Specifications”.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price each for REMOVE EXISTING FLARED END SECTION. This price shall include the cost of all labor, materials and equipment necessary to perform this work in addition to all disposal costs.

X0330200 – SANITARY MANHOLES TO BE ADJUSTED

Description. This work shall consist of adjusting sanitary sewer manhole frames and lids at locations shown on the plans in accordance with Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the applicable requirements of Section 602 of the "Standard Specifications for Road and Bridge Construction" and applicable portion of specification "MANHOLES, SANITARY, WITH TYPE 1 FRAME, CLOSED LID"

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit prices per each for SANITARY MANHOLES TO BE ADJUSTED, which price will include all excavation, labor, materials and equipment.

X0350810 – BOLLARD REMOVAL

Description. This work shall consist of removing concrete and metal bollards, along with the associated bases. The bollard shall be removed and disposed of in accordance with the requirements of Article 202.03 of the "Standard Specifications". The resulting hole shall be backfilled with suitable excavated material as approved by the ENGINEER.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit prices per each for BOLLARD REMOVAL, which price will include all excavation, backfilling, labor, materials and equipment.

X6020095 – MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE

Description. This work shall consist of fabricating, furnishing and installing a storm sewer manhole with restrictor plate at locations noted on the plans, in accordance with the details on the plans and as specified herein.

Construction Requirements. Precast concrete units shall be constructed in accordance with IDOT Section 504. Shop drawings prepared in accordance with ACI 315, latest edition and shall be submitted to and reviewed by the Engineer prior to installation. Restrictor plates will be fabricated and installed in one piece, prior to the manhole accepting stormwater.

Basis of Payment. This work shall be paid for at the contract unit per price each for MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID, RESTRICTOR PLATE, which price shall include all material and labor necessary to fabricate, deliver, and install the item as described herein.

X8950077 – REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER

Description. This item shall consist of relocating the existing lighting controller and relocating it on a new concrete foundation at a location specified on the plans.

The existing lighting controller is a pedestal mounted unit electrically fed from ComEd from an overhead service drop and fed underground to an existing meter fitting mounted to the controller.

This work shall consist of constructing and installing a new concrete foundation of the type that existed and in accordance with State Standards for Road and Bridge Construction, Section 825.

This work shall also include extending the conduit feeding from the existing ComEd service and pulling in new electric service conductors from the ComEd service drop to the new lighting controller location.

The contractor shall also be responsible for reconnection of all branch circuit wiring feeding the existing lighting system.

This work shall be completed so as not to affect the operation of the existing lighting system. The contractor shall be responsible for keeping the lighting system operational throughout the construction of this project.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price each for REMOVE AND RELOCATE EXISTING LIGHTING CONTROLLER which shall be payment in full for furnishing, installing and placing into operation a complete working lighting system.

XX000610 – RELOCATE EXISTING MAILBOX

Description. This work shall consist of relocating an existing mail box to a location shown on the plans. The new location of the mail box shall be subject to the approval of the ENGINEER. The relocated mailbox shall be installed on a new 4" x 4" square or 4 1/2" diameter round treated wood post. The new post shall be embedded no more than 24" into the ground. The old post shall be removed and disposed of in accordance with the requirements of Article 202.03 of the "Standard Specifications". The resulting hole shall be backfilled with suitable excavated material as approved by the ENGINEER.

Method of Measurement and Basis of Payment. The work shall be paid for at the contract unit price per each for RELOCATE EXISTING MAILBOX which price will include all excavation, backfill, labor, materials and equipment.

XX000876 – LUMINAIRE, METAL HALIDE, HORIZONTAL MOUNT, 250 WATT

Description. This item shall consist of furnishing and installing a proposed luminaire and lamp on a proposed street light standard.

The luminaire shall be a cobra head type luminaire, General Electric (Manufacturer A) Model #MDCL25M0A12FMC32, American Electric (Manufacturer B) Model #32525MCAMT2R3FG or approved equal.

The luminaire shall be a 240V/250W horizontal mounted metal halide fixture. It shall be of cast aluminum construction with Type III optics and 250W metal halide lamp.

Method of Measurement and Basis of Payment. This work shall be measured paid for at the contract unit price each for LUMINAIRE, METAL HALIDE, HORIZONTAL MOUNT, 250 WATT which shall be payment in full for furnishing, installing and placing into operation a complete working unit.

XX001607 – RETAINING WALL, SPECIAL

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

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

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

(a) Plan, elevation, and cross section sheet(s) for each wall showing the following:

(1) A plan view of the wall indicating the offsets from the construction centerline to the first course of blocks at all changes in horizontal alignment. These shall be calculated using the offsets to the front face of the block shown on the contract plans and the suppliers proposed wall batter. The plan view shall indicate bottom (and top 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 1.5 ft below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 6 in.

(c) Cap blocks shall be used to cover the top of the standard block units. The top 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 dark gray in color unless otherwise stated on the plans.

(f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.

(g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins.

The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans. The initial submittal shall include 3 sets of prints of the detail shop plans and 1 set of calculations. One set of plans will be returned to the Contractor with any corrections indicated.

After approval, the Contractor shall furnish the Engineer with 8 sets of corrected plan prints for distribution. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer.

Materials. The materials shall meet the following requirements:

(a) Pre-cast Concrete Block: The block proposed for use shall be produced according to the Department's Policy Memorandum "Quality Control/ Quality Assurance Program for Precast Concrete Products", and shall satisfy the following: Conform to the requirements of ASTM C 1372 except as follows:

1. Fly ash shall be according to Articles 1010.01 and 1010.03.

2. Ground granulated blast-furnace slag shall be according Section 1016.

3. Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation. Chert gravel may be used based on past in-service satisfactory performance, in the environment in which the product was used.

4. Water shall be according to Section 1002.

5. Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.

(b) Select Granular Backfill: The material behind the blocks and above a 1:1 slope extending upward from either the back of the bottom block or soil reinforcement (whichever is greater) shall consist of either a coarse aggregate according to Article 1004.06(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)
- pH 4.5 to 9 (AASHTO T 289)

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

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

(d) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -20 and 140° F. The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

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

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

Internal stability design shall insure that adequate factors of safety against overturning and sliding are present at each level of block. If required by design, soil reinforcement shall be utilized and the loading at the block/soil reinforcement connection as well as the failure surface must be indicated. The calculations to determine the allowable load of the soil reinforcement and the factor of safety against pullout shall also be included. The analysis of settlement, bearing capacity, and overall slope stability are the responsibility of the Department. External loads such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements, or other items shall be accounted for in the internal stability design of the wall.

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

The foundation material for the leveling pad and select granular backfill volume shall be graded to the design elevation and compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Any foundation soils found to be unsuitable shall be removed and replaced as directed by the Engineer and shall be paid for according to Article 109.04.

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

The select granular backfill shall be compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The top 12 in. of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans. The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 1/2 in. when measured along a 10 ft straight edge.

Color. Color shall be determined by the CITY OF WEST CHICAGO.

Protective Coat. This work shall conform to the requirements of Article 503.19 of the "Standard Specifications.

Method of Measurement. Quantity of retaining wall as shown on the plans may be increased or decreased at the direction of the ENGINEER based on construction procedures and actual site conditions. Segmental Concrete Block Wall will be measured by the square foot of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

Basis of Payment. The accepted quantities of RETAINING WALL, SPECIAL will be paid for per square foot in place of wall installed which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

PROTECTIVE COAT will be measured and paid for as specified elsewhere in the specifications.

XX004XXX – SANITARY SEWER REMOVAL AND REPLACEMENT

Description. This work shall consist of removing portions of existing sanitary sewer and replacing the removed portions with new sanitary sewer pipe at the same location, the locations shown on the plans or as directed by the Engineer, per Section 550 and 563 of the "Standard Specifications" and Section 34 of the Water and Sewer Specifications.

The locations and limits of the removals and replacement as shown on the plans have been determined from televised inspections of the existing sanitary sewer. The Contractor shall excavate and expose the existing sanitary sewer at these locations to determine the exact limits of removal and replacement. The cost for the exploratory excavation will not be paid for separately but shall be considered incidental to the contract unit price for SANITARY SEWER REMOVAL AND REPLACEMENT of the diameter specified.

The excavation, bedding, pipe laying, backfilling, and clean up shall be completed in accordance with the applicable portions of Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The bedding for the pipe shall be CA-11 or CA-13 coarse aggregate, and shall be placed from 6" below the pipe to 12" over the top of the pipe. The cost for the bedding shall be incidental to the contract unit price for the SANITARY SEWER REMOVAL AND REPLACEMENT.

The existing sanitary sewer shall be replaced with polyvinyl chloride (PVC) sewer pipe with push-on joints as specified elsewhere in these Special Provisions.

Connections to existing sanitary sewer pipe shall be made with Band-Seal (Non-Shear) or equal couplings subject to the review of the ENGINEER. The Non-Shear couplings shall be equipped with stainless steel bands.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per lineal foot footage between the connections of the existing sanitary sewer for SANITARY SEWER REMOVAL AND REPLACEMENT of the diameter specified. The contract unit price shall include all labor, material, and equipment necessary to complete the work as specified.

Trench backfill will be paid for separately at the contract unit price for TRENCH BACKFILL, SPECIAL.

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XX005758 – TEMPORARY PAVEMENT

Description. This work shall include the construction and removal of temporary pavement at the locations shown on the plans or as directed by the ENGINEER.

Temporary pavement shall consist of 1-3/4" of Bituminous Concrete Surface Course, Superpave, Mix "D", N50; over 6-1/4" of Bituminous Base Course, Superpave; constructed and compacted in accordance with Section 406 of the Standard Specifications. The temporary pavement base course shall be placed on a compacted sub-grade with a 2-1/4" lift over the initial 4" lift of Base Course.

The contractor will use bituminous concrete according to Section 355, 356, 406 of the Standard Specifications, and the BDE special provisions for Superpave Bituminous Concrete Mixtures. The bituminous mixtures to be used are specified in the plans.

Articles 355.10 and 406.21 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement shall conform to Section 440 of the Standard Specifications.

Sub-grade compaction and preparation, and removal of temporary pavement will not be paid for separately, but will be included in the contract unit price per ton for TEMPORARY PAVEMENT.

Method of Measurement. Temporary pavement will be measured in place and the area computed in square yards. Removal of Temporary Pavement will not be measured.

Basis of Pavement. This work will be paid for at the contract unit price per ton for TEMPORARY PAVEMENT which price shall include all labor, equipment and materials necessary to complete the work as specified.

XX005920 – SEEDING, WET PRAIRIE

XX006144 – SEEDING, MESIC PRAIRIE

25002014 – SEEDING, CLASS 4A (MODIFIED)

25002024 – SEEDING, CLASS 4B (MODIFIED)

Description. The work shall consist of preparing the seed bed and placing the seed and other materials in the seed bed Per Section 250 of the Standard Specifications. Seed mixtures will be per planting plan seed lists as noted in plans or, if not noted in the plans then per Article 250.07 of the Standard Specifications.

The areas to be seeded shall be worked to a minimum depth of 3 inches with a disk tiller or other equipment approved by the ENGINEER, reducing all soil particles to a size not larger than 2 inches in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, rivulets, gullies, crusting and caking.

Seeding shall be accompanied by utilizing a “no till” attachment meeting the specifications of the ENGINEER or a rangeland type grass drill meeting the specifications of the Standard Specifications 1101.08(g). Grasses and sedge mixtures and forb mixtures will be seeded separately. The machine used to seed should be reset to drill the forbs at a depth recommended by the seed supplier or ENGINEER.

Prior to starting work, seeders shall be calibrated and adjusted to sow seeds at the required seeding rate and to the proper depth. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded. The ENGINEER shall be notified 48 hours prior to beginning the seeding operations so that the ENGINEER may determine by trial runs that the seeder will provide uniform distribution.

Materials. The seed mixtures are designated in the plans or in Article 250.07 of the Standard Specifications. Seed mixtures specified to be installed in the same season shall be seeded within 3 days of each other. The ENGINEER must approve variations in seed mixture in writing. Seed quality must meet the applicable standards set forth in Standard Specification 1081.04.

Period of Establishment. The period of establishment shall be 90 days following seeding. Ninety percent aerial cover shall be evident at the end of the 90-day period of establishment. The ENGINEER shall make the cover determination.

Method of Measurement and Basis of Payment. SEEDING, CLASS 4A (MODIFIED), SEEDING, CLASS 4B (MODIFIED), SEEDING, MESIC PRAIRIE, and SEEDING, WET PRAIRIE shall be measured in acres of surface area seeded. The work shall be paid for at the contract unit price per acre of the mixture specified which price shall include all labor, tackifier, mulch, equipment and materials necessary to complete the work as specified. 90% of the contract unit price shall be payable upon placement of the seed and delivery of “as planted” plans. 10% of the contract unit price shall be payable upon successfully meeting the performance requirement at the end of the first growing season.

XX006XXX – STEEL CASING PIPE IN OPEN CUT

Description. This work shall consist of installing steel casing pipe in open cut trench at the locations as shown on the plans and as directed by the ENGINEER and per Article 550.04, 550.06, 550.07 of the STANDARD SPECIFICATIONS.

Steel casing pipe shall have a minimum yield strength not less than 35,000 psi. Steel casing pipe size and piping wall thickness shall be as shown on the Drawings. All casing pipe shall be manufactured of new billet steel, cylindrical, with smooth bituminous coated walls inside and outside. Steel casing pipe shall conform to ASTM A53 Grade B, ASTM A139 Grade B, or pipe fabricated in accordance with AWWA C200 using ASTM A36 steel. Casing pipe minimum wall thickness shall be as required by permit requirements of the agency having local jurisdiction, or the CONTRACTOR'S method of construction, whichever is greater, but in no case shall it be less than as shown on the Drawings.

Steel casing pipe shall be installed into place and shall include all things necessary, but not limited to, excavation sheeting/bracing, dewatering, pumping, welding, backfilling and compacting all as required for the steel casing pipe installation. During installation of the steel casing pipe and as additional lengths of steel casing pipe are placed end to end, the ends of the steel casing pipe shall be welded together so that the completed casing forms a continuous length.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per foot for STEEL CASING PIPE IN OPEN CUT, of the size specified, which price shall include all labor, equipment, and material necessary to complete the specified work.

Trench backfill will be paid for separately at the contract unit price for TRENCH BACKFILL, SPECIAL.

XX006XXX – DUCTILE IRON OR PVC PIPE INSTALLED IN STEEL CASING

Description. This work shall consist of installing the carrier pipe, ductile iron (watermain) or PVC (sanitary sewer) pipe, within a previously installed steel casing pipe.

Materials for ductile iron and PVC pipe shall meet the requirements of the appropriate special provisions.

Casing spacers of the bolt-on, spider style shall be provided with the pipe to facilitate positioning of the pipe within the casing pipe. Casing spacers shall be provided with a shell made in two sections of heavy T-304 stainless steel. The shell shall be lined with a PVC liner 0.90" thick with 85-90 diameter. All nuts and bolts shall be 18-8 stainless steel. Runners shall be made of ultra high molecular weight polymer with inherent high abrasion resistance and a low coefficient of friction. Runners shall be supported by shell risers made of heavy T-304 stainless steel. The height of the supports and runners combined shall be sufficient to approximately center the carrier pipe inside the casing pipe. Casing spacers shall be as manufactured by Cascade Waterworks Mfg. Co., Model CSS or approved equal.

After the casing pipe has been installed and accepted by the ENGINEER the carrier shall be installed as previously specified. The carrier pipe shall be pushed and pulled into place in such a manner that there is no opportunity for a joint to be opened. For watermain, all push-on joints in casing shall have "field lock gaskets". The carrier pipe length shall be adjusted so that the end extends past the end of the casing pipe approximately 12 to 18 inches. Carrier pipe for watermain shall be hydrostatically pressure tested prior to sealing annular space. A minimum of 3 casing spacers shall be provided per standard 18 ft. to 20 ft. length of piping or approximately every 6 feet. After the installation of the watermain within the steel casing pipe is complete, the annular space between the carrier pipe and the casing pipe at both ends shall be sealed using casing end seals, Model CCES, as manufactured by Cascade Waterworks Mfg. Co or approved equal.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for DUCTILE IRON OR PVC PIPE INSTALLED IN STEEL CASING, of the size specified, which price shall include all labor, equipment and materials, including casing spacers and end seals, to complete the work as specified.

XXXXXXXX – STORM SEWERS, (WATER MAIN REQUIREMENTS)

Description. This work consists of constructing storm sewer of the specified diameter adjacent to or crossing water main, at the locations shown on the plans or as directed by the Engineer, meeting the material and installation requirements of the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois", and the applicable portions of Section 550 of the Standard Specifications and as detailed in the plans.

Materials. Pipe materials shall be:

- a. Reinforced concrete pipe, steel cylinder type, with rubber and steel joints, or
- b. Reinforced concrete pressure pipe with rubber and steel joints.

Method of Measurement and Basis of Payment. This work shall be measured and paid for in accordance with Article 550.096 of the Standard Specifications, except the pay item shall be STORM SEWER (WATER MAIN REQUIREMENTS), of the type and diameter specified, and shall include all materials, labor, equipment, concrete collars and saddles and encasing pipe with seals.

Z0001050 – AGGREGATE SUBGRADE 12”

Description. This work shall be done in accordance with the applicable portions of Section 207 of the STANDARD SPECIFICATIONS. The material shall conform to Article 1004.06 of the STANDARD SPECIFICATIONS except as follows:

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

<u>Sieve Size</u>	<u>Percent Passing</u>
6"	97 \pm 3
4"	90 \pm 10
2"	45 \pm 25
#200	5 \pm 5

2. Gravel, Crushed Gravel and Pit Run Gravel

<u>Sieve Size</u>	<u>Percent Passing</u>
6"	97 \pm 3
4"	90 \pm 10
2"	55 \pm 25
#4	30 \pm 20
#200	5 \pm 5

3. Crushed Concrete with Bituminous Materials**

<u>Sieve Size</u>	<u>Percent Passing</u>
6"	97 \pm 3
4"	90 \pm 10
2"	45 \pm 25
#4	20 \pm 20
#200	5 \pm 5

** The bituminous material shall be separated and mechanically blended with the crushed concrete so the bituminous material does not exceed 40% of the final product. The top size of the bituminous material in the final product shall be less than 4".

The Aggregate Subgrade shall be placed in two lifts consisting of an 8" and variable nominal thickness lower lift and a 4" nominal thickness top lift of capping aggregate having a gradation of CA 6. Reclaimed Asphalt Pavement (RAP) meeting Article 1004.07 of the STANDARD SPECIFICATIONS and having 100% passing the 3" sieve and well-graded down through fines may also be used as capping aggregate. A vibratory roller meeting the requirements of Article 1101.01 of the STANDARD SPECIFICATIONS shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The ENGINEER will verify that adequate keying has been obtained.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2" or less.

Aggregate subgrade removed as part of pavement removal which meets the above requirements can be used as AGGREGATE SUBGRADE 12".

Method of Measurement.

- a. Contract Quantities. Contract quantities shall be in accordance with Article 202.07.
- b. Measured Quantities. Aggregate subgrade will be measured in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for AGGREGATE SUBGRADE 12", which price shall include the capping aggregate and all work as described herein.

Z0013798 – CONSTRUCTION LAYOUT

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

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary bench marks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals (not to exceed 50 ft.) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract or to determine property lines between private properties.

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

Responsibility of the City of West Chicago.

- (a) The City of West Chicago will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns may not be located or referenced by the City.

Locating and referencing the centerline of survey will consist of establishing and referencing the control points of the centerline of surveys such as PC's, PT's and as many POT's as are necessary to provide a line of sight.

- (b) Bench marks will be established along the project outside of construction lines not exceeding 1000 ft intervals horizontally and 20 ft. vertically.
- (c) Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- (d) The City will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

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

Responsibility of the Contractor.

- (a) The Contractor shall establish from the given survey points and bench marks all the control points necessary to construct the individual project elements. The Contractor shall provide the Engineer adequate control in close proximity to each individual element to allow adequate checking of construction operations. This includes, but is not limited to, line and grade stakes, line and grade nails in form work, and/or filed or etched marks in substantially completed construction work.

It is the Contractor's responsibility to tie in centerline control points in order to preserve them during construction operations.

It is the Contractor's responsibility to set right-of-way stakes prior to the Installation of Silt Filter Fence(s) or disturbance of any soil. These stakes shall be set at 25m (100 ft) station intervals and maintained throughout the project.

- (b) At the completion of the grading operations, the Contractor shall set stakes at 100ft. station intervals along each profile grade line. These stakes will be used for final cross sectioning by the City.

- (c) The Contractor shall locate the right of way points for the installation of right-of-way markers. The Contractor shall set all line stakes for the construction of fences by the Contractor.
- (d) All work shall be in accordance with normally accepted self-checking surveying practices. Field notes shall be kept in standard survey field notebooks and those books shall become the property of the City at the completion of the project. All notes shall be neat, orderly and in accepted form.
- (e) For highway structure staking, the Contractor shall use diligent care and appropriate accuracy. Points shall be positioned to allow reuse throughout the construction process. Prior to the beginning of construction activities, all structure centerlines and pier lines are to be established by the Contractor and checked by the Engineer. The Contractor shall provide a detailed structure layout drawing showing span dimensions, staking lines and offset distances.

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

Z0019600 – DUST CONTROL WATERING

Description. This work shall be performed in accordance with Section 107 of the Standard Specifications with the following alterations.

107.36 Dust Control. Delete section (d) of paragraph 4 and add the following: Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed and in a manner approved by the Engineer. All equipment used for this work shall meet with the Engineer's approval and shall be equipped with adequate measuring devices for determining the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

Delete paragraph 6 in its entirety. The intent of dust control watering is to supplement the CITY OF WEST CHICAGO's dust control program. The CITY OF WEST CHICAGO applies a dust control suppressant as necessary. The dust suppressant is applied regularly until pavement is restored. The cooperation of the contractor regarding this activity is addressed in Section 105.08 of the Standard Specifications.

Method of Measurement. This work will be measured in units of gallons of water applied. One unit is equivalent to 1,000 gallons of water applied. The Contractor's attention is called to Article 107.18 of the Special Provisions.

Basis of Payment. This work will be paid for at the contract unit price per unit for DUST CONTROL WATERING, which price shall include all labor, water and equipment for controlling dust as herein specified.

Z0022800 – FENCE REMOVAL

Description. This work shall consist of removing existing fences, of all materials, in conflict with the proposed improvements as shown on the plan and as directed by the Engineer.

The Contractor will dispose of all removed fence and appurtenances per Article 202.03.

All openings in fence caused by fence removal will be closed and secured by the end of the day that fence is removed (or sooner, as directed by the Engineer), as approved by the Engineer.

Method of Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price per foot for FENCE REMOVAL which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

Z0048665 – RAILROAD PROTECTIVE LIABILITY INSURANCE

For the Union Pacific Railroad crossings (at Powis Road and at Hawthorne Lane), the contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications, RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE 80157), and as specified in the UNION PACIFIC RAILROAD CONTRACT INSURANCE REQUIREMENTS (Exhibit B-1), contained herein. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications, unless specified otherwise in the UNION PACIFIC RAILROAD CONTRACT INSURANCE REQUIREMENTS (Exhibit B-1), contained herein.

For the Elgin, Joliet & Eastern Railway Company crossings (at Hawthorne Lane), the contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications, RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE 34261), and as specified in the ELGIN, JOLIET & EASTERN RAILWAY COMPANY CONTRACT INSURANCE REQUIREMENTS, contained herein. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications, unless specified otherwise in the ELGIN, JOLIET & EASTERN RAILWAY COMPANY CONTRACT INSURANCE REQUIREMENTS, contained herein.

Z005XXXX – SANITARY SEWER

Description. This work shall consist of constructing new sanitary sewer pipe at the locations shown on the Drawings in accordance with the applicable portions of Divisions II and III of the WATER AND SEWER SPECIFICATIONS, plan details, Section 370.350 of the Joint Committee on Administrative Rules Administrative Code, Section 550 of the STANDARD SPECIFICATIONS, and as described herein.

Materials. The proposed sanitary sewer shall be polyvinyl chloride (PVC) sewer pipe with push-on joints. The Standard Dimension Ratio (SDR) and Dimension Ratio (DR) for the PVC sewer pipe shall be 26, 21 or 18 as specified on the plans in accordance with the following pipe classifications for the various installation sizes and depths:

- A. For pipe sizes 12" and smaller at depths up to 12 feet: PVC SDR 26 in accordance with ASTM D2241, with joints in accordance with ASTM D3139 and with gaskets in accordance with ASTM F477.
- B. For pipe sizes 14" and larger at depths up to 12 feet: PVC SDR/DR 26 in accordance with AWWA C905.
- C. For pipe sizes 14" and larger at depths greater than 12 feet and less than 21 feet: PVC SDR/DR 21 in accordance with AWWA C905.

General. Connections to existing sanitary sewer pipe shall be made with Band-Seal (Non-Shear) or equal couplings subject to the review of the ENGINEER. The Non-Shear couplings shall be equipped with stainless steel bands.

The excavation, bedding, pipe laying, backfilling, and clean up shall be completed in accordance with the applicable portions of Divisions II and III of the "Standard Specifications for Water and Sewer Main Construction in Illinois". The bedding for the pipe shall be CA-11 or CA-13 coarse aggregate, and shall be placed from 6" below the pipe to 12" over the top of the pipe. The bedding, haunching, and initial backfill shall be placed in 6-inch maximum layers of the specified materials and compacted by mechanical means. Each layer shall be compacted to 95 percent of the maximum dry density. The cost for the bedding shall be incidental to the contract unit price per lineal foot for SANITARY SEWER of the diameter and SDR/DR specified, measured in place.

The standard test to define maximum densities of all compaction work shall be ASTM D1557. All densities shall be expressed as a percentage of the maximum density obtained in the laboratory by the ASTM D1557 standard procedure.

Select backfill material (common) excavated from the site or the trench shall be placed back into the trench when and where select (common) backfill is shown on the Drawings. Only select material free of organics, rocks, and debris shall be placed back into the trench and only as approved by the ENGINEER. The select backfill material shall be placed in one-foot layers and compacted by mechanical means from one foot above the top of the pipe to the bottom of required topsoil. Each layer shall be compacted to 90 percent of the maximum dry density.

The placement and compaction of granular backfill material (CA-6) when required shall be as specified under "TRENCH BACKFILL, SPECIAL" of these Special Provisions.

The CONTRACTOR shall provide all trench bracing/protection in accordance with Article 550.04 of the STANDARD SPECIFICATIONS, and shall provide ample means and equipment to keep all excavations dry during the construction period until completion and acceptance of the work at final inspection. All trench bracing/protection and dewatering shall be included in the contract unit price for SANITARY SEWER, but in no event shall such items and labor to install the same cause the total cost of all Work to exceed the total project cost as set forth in the Bid Proposal.

Plugging existing sanitary sewer line shall be included in the cost of the sanitary pipe. Work shall include benched concrete for connecting, sealing benching of manholes per the plans, specifications and details.

Testing of sanitary sewers for acceptability shall be conducted for leakage and deflection in accordance with the WATER AND SEWER SPECIFICATIONS. All PVC sewer piping shall be tested for leakage by means of a low pressure air test. All PVC sewer shall be tested for deflection by means of the 5% deflection test. The ENGINEER and/or the OWNER shall be present during testing procedures.

The CONTRACTOR will be required to televise the new sanitary sewer before restoration is performed. Payment for the new sanitary sewer will not be made until the OWNER has reviewed and approved the condition of the new sewer. This work will not be paid for separately, but shall be included in the cost for SANITARY SEWER of the diameter specified and no additional compensation will be provided.

The placement and compaction of granular backfill material (CA-6) when required shall be as specified under "TRENCH BACKFILL, SPECIAL" of these Special Provisions.

Method of Measurement. Sanitary sewer constructed from manhole to manhole will be measured in place per Article 550.08 of the STANDARD SPECIFICATIONS.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for SANITARY SEWER of the diameter and SDR/DR specified, measured in place. The contract unit price shall be full compensation for furnishing, and installing all materials and for all labor, equipment, tools, and incidentals necessary to compete the installation of the sanitary sewer pipe as shown on the Drawings and specified herein. The price bid for this item shall include all excavation, trench bracing and dewatering, bedding, backfill, any required plugging of existing line and the testing and televising of the sanitary sewer.

Trench backfill will be paid for separately at the contract unit price for TRENCH BACKFILL, SPECIAL.

Z0077700 – WOOD FENCE TO BE REMOVED AND RE-ERECTED

Description. This item consists of removing existing wood fences, disassemble fences, storing fences and re-erecting the existing wood fences, as shown on the plans, per Section 664 of the STANDARD SPECIFICATIONS, and as directed by the Engineer.

The Contractor will exercise care so as not to damage existing fence. Existing posts shall be pulled, and all holes backfilled with earth and compacted to the satisfaction of the Engineer. The Contractor will dispose, off-site, posts that have been set in concrete.

It is the Contractor's responsibility to determine the size and type of fences indicated in the plans to be removed.

The fence will be reinstalled to match the existing fence, and in accordance with Section 664 and as directed by the Engineer. Concrete used for setting posts shall be Class SI as specified in Article 664.04.

Method of Measurement. This work will be measured in place in lineal feet of fence removed.

Basis of Payment. This work will be paid for at the contract unit price per lineal foot for WOOD FENCE TO BE REMOVED AND RE-ERECTED, which price shall include all labor, materials, and equipment to complete the work as specified herein, including storage, hardware, concrete for posts and new posts where required.

- LUMINAIRE, METAL HALIDE, VERTICAL MOUNT 50W, SPECIAL

This item shall consist of furnishing and installing a proposed luminaire, lamp and pedestrian arm assembly on a proposed street light standard.

The luminaire shall be an ornamental type luminaire, King (Manufacturer Group A) Model #K118RLGR11150(Med)MH240(MT)K13GH with a KA16-S pedestrian bracket arm, Holophane (Manufacturer Group B) Model #WE50DMHMTA3A4 with a PCPWB-CA pedestrian bracket arm or approved equal.

The luminaire shall be a 240V/50W vertical mounted metal halide fixture. It shall be of cast aluminum construction with Type III glass refractor and 50W metal halide lamp.

The pedestrian bracket arm assembly shall include all mounting hardware and appurtenances required to install assembly on the proposed roadway type light standard at the mounting height specified on the plans.

This work shall be paid for at the contract unit price each for LUMINAIRE, METAL HALIDE, VERTICAL MOUNT 50W, SPECIAL which shall be payment in full for furnishing, installing and placing into operation a complete working unit.

- ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM

Description. This item shall consist of electrically connecting the relocated lighting standards to their respective existing lighting system.

Materials and Construction Requirements. This work shall consist of electrically connecting relocated light standard with cables in unit duct to the existing lighting system from which they were originally energized. The connections shall be made in the existing light pole base or by intercepting existing cables in conduit. Work to be performed is shown in the contract plan drawings and shall be in conformance to the N.E.C. and local ordinances.

Contractor shall provide new splices, connectors, fuse holders and fusing, for connections made in existing light pole bases. This work shall include drilling existing concrete foundation (if required) and all material/labor necessary to electrically connect the relocated light standards.

Contractor shall provide unit duct splices for connections made by intercepting existing cable in conduits. If cable runs from the existing light standards are to be extended, the contractor will be required to install new unspliced conductors of the same size and insulating materials as was existing from the existing light standards that will electrically connect the relocated light standard to the existing system.

Operation of Existing Lighting System. The existing lighting system shall remain in operation every night, dusk to dawn, and shall not be kept in operation during long daytime periods at the Owner's expense.

Measurement and Basis of Payment. This work shall be measured and paid for at the contract unit price each for ELECTRICAL CONNECTION TO EXISTING LIGHTING SYSTEM which shall be payment in full for all work listed herein and as directed by the Owner.

- SANITARY SEWER CLEAN OUTS

Description. This work shall consist of installing clean outs on sanitary sewer services. It shall be done in accordance with the applicable portions of Section 563 of the Standard Specifications, Section 34 of the Water and Sewer Specifications, and as shown on the plans. The Contractor shall verify the exact locations to be repaired and adjusted as necessary. Additional (added) quantity over plan quantity requires prior approval by the Engineer.

Materials. Service tee and clean out riser shall be PVC (SDR 26/ASTM D2241). For clean outs located within landscaped areas, the Contractor shall use P1215 DWV bushing and G106 gasketed cap manufactured by Plastic Trends, Inc. (ASTM 3034) or approved equal. For clean outs located in driveway aprons, the Contractor shall use Schedule 40 DWV FIPT hub adapter and the raised MIPT plug both manufactured by GPK Products, Inc. (ASTM D 2665 or ASTM D 1785) and an East Jordan Frame (2885Z) and lid (2975A) or approved equal. Equivalent fittings from other manufactures are acceptable at the discretion of the Engineer. Written acceptance must be obtained from the Engineer prior to the equivalent materials being approved. Geometric standards cannot be varied.

Construction Requirements. The Contractor shall install new tee fittings at locations directed by the Engineer (typically minimum of 1 ft from the right-of-way). Two "T" bolts shall be secured to the riser just below the transitional fitting. The final rim elevation of cleanouts in the parkway shall be finished grade.

A concrete collar shall be placed around all cleanouts within bituminous driveways. The collar shall be constructed of Class SI concrete with minimum dimensions of 18 in. x 18 in. x 6 in. deep.

Method of Measurement and Basis of Payment. This work will not be measured for payment, but shall be included as part of SANITARY SEWER CONNECTION.

- SANITARY SEWER SERVICE CONNECTION

Description. This work shall consist of removing and replacing the existing sanitary sewer service connections or constructing new sanitary sewer service connections at locations of sanitary sewer removal and replacement, or at other locations as deemed necessary by the Engineer. This work shall be done in accordance with the details included as part of the contract plans. The work shall be done in accordance with applicable portions of Section 563 of the Standard Specifications and Section 34 of the Water and Sewer Specifications. The Contractor is to verify general limits with the Engineer in which this item is to be used, in relation to the location of the proposed sanitary sewer. The Contractor shall verify the exact locations and lengths to be repaired and adjusted as necessary. Additional (added) lengths over plan quantity require prior approval by the Engineer.

The Contractor shall install a new polyvinyl chloride wye fitting at the location of the connection on the mainline sanitary sewer. The services shall be replaced from the new wye at the mainline sanitary sewer to the existing cleanout, or to the right-of-way line with a new cleanout, using polyvinyl chloride pipe of the same diameter as the existing connection. The Contractor is to ensure positive flow from the cleanout to the sanitary sewer. When service connection requires coring an existing main, methods of connection shall be approved prior to construction by the Engineer.

The Contractor is to coordinate with the City 48 hours prior to disconnecting the existing sanitary sewer service. During this time, the Contractor is to ensure the residences are notified of any potential interruption in services. This work is incidental to this item. After the sanitary connection has been installed the Contractor shall be responsible for locating said sanitary connection lines for the remainder of the construction. The City will not locate sanitary connections placed by the Contractor for the duration of the project. Any damage to the sanitary connection by the Contractor caused by the Contractor's failure to properly locate the sanitary connection shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

563.01 Materials. The materials shall be in accordance with the applicable portions of Section 550 and 563 with the following exceptions:

Replacement sewer service material shall be six (6) inch diameter Polyvinyl Chloride (PVC) pipe conforming to ASTM D-2241 with gasket joints conforming to ASTM D-3212 and a Standard Dimension Ratio (SDR) equal to 26. The wye fittings to be installed on the main shall be fabricated to fit the mainline pipe and the branch service pipe and shall conform to ASTM D-2241 and ASTM D-3034. All supplied pipes must be from the same manufacturer.

All supplied fittings must be from the same manufacturer. All connections to existing pipes shall be made with "FERNCO" RC Series" couplings, or approved equal, equipped with stainless steel bands.

The excavation, bedding, pipe laying, backfilling, and clean up shall be completed in accordance with the applicable portions of Divisions II and III of the "Standard

Specifications for Water and Sewer Main Construction in Illinois". The bedding for the pipe shall be CA-11 or CA-13 coarse aggregate, and shall be placed from 6" below the pipe to 12" over the top of the pipe. The cost for the bedding shall be incidental to the contract unit price per linear foot for **SANITARY SEWER FOR SERVICES**.

Televising. The Contractor will televise all sanitary sewer service connections at the mainline sanitary sewer from the mainline sanitary sewer. This will be done after the placement of the binder course for asphalt pavement or aggregate base for concrete pavement. All unacceptable sections shall be repaired to the satisfaction of the Engineer and re-televised. All repairs must be completed by the Contractor and accepted by the City prior to the placement of the surface course for asphalt or concrete pavement. Any service damaged after placement of pavement will be the responsibility of the Contractor.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per linear foot for **SANITARY SEWER FOR SERVICES**, which price is to include all labor, equipment, excavation, materials, bedding, backfilling (except trench backfill), cleanout, removal of existing service connection, coring, new connection to main, televising, and removal of spoils.

Trench backfill will be paid for separately at the contract unit price for **TRENCH BACKFILL, SPECIAL**.

- WATER MAIN LINE STOP

Description. A linestop to the existing water main shall be made under pressure as shown on the Drawings in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS except as modified herein. This work shall be performed by qualified and experienced personnel in the use of the specialized materials and equipment required to make the linestops for the pipe size(s) and at the location(s) as shown on the Drawings.

The linestops shall use cylindrical plugs of the elastomeric or steel wedge type that seal against the machined surfaces of the pipe, or elastomeric cups that seal against the pipe bore. Inflatable gas bags or balloons shall not be used. The contractor shall provide all of the materials, labor and equipment required to complete the work including the tapping, line stopping and completion machines, temporary valves and plugs, closure plugs and fittings.

Seven (7) calendar days prior to Contractor request of water main shutoff, the Contractor shall provide a written schedule of work and methodology for approval by the City of West Chicago. Prior to performing the work the contractor shall verify the outside and inside diameter of the pipe at each location. The linestop shall be installed at the top of a horizontal pipe run. The water flow velocity shall not exceed one foot per second (fps) for a single linestop or 2.5 fps for a double linestop. Prior to performing the linestop the contractor shall provide all necessary support for the fittings and equipment and the concrete blocking, bracing and thrust restraint required to prevent movement of the pipe where the line is isolated and cut open. The contractor shall also provide a means of pressure bleed-off, a purge/equalization fitting (hydrant, pressure tap fitting), for draining, purging and checking the condition of the linestop.

Upon completion of the fitting installation, the contractor shall perform a suitable pressure test at 110% of the normal operating pressure to insure the integrity of the linestop. When all required work is completed and the linestop is to be removed, line pressure must be equalized on the "dead" side of the pressure plug to allow the plug to be retracted and the pipeline put back into service. To complete the operation, completion machines shall be used to install the special closure plug into the outlet flange of the linestop fitting. A blind flange shall be installed over the closure plug to finish the operation.

Method of Measurement and Basis of Payment. This work will be paid for at the Contract Unit Price per each WATER MAIN LINE STOP of the size specified which price shall include the cost of all labor, materials, and equipment necessary to install, test, and to keep in operation over the time required to facilitate the water main improvements as specified.

- TEMPORARY STORM SEWER

Description. This work consists of furnishing, installing and removing storm sewer of size specified at the locations shown on the plans or as directed by the Engineer, meeting the applicable portions of Section 550 of the Standard Specifications and as detailed in the plans.

When directed by the Engineer, the Contractor shall remove the temporary storm sewer. It will then become the Contractor's property to be removed from the jobsite; the unit price shall reflect the salvage price of the temporary storm sewer.

All connections of TEMPORARY STORM SEWER to existing culverts, existing storm sewer or existing storm sewer structures will not be measured separately.

Basis of Payment. This work will be paid for at the contract unit price per foot for TEMPORARY STORM SEWER, of size specified, which price is to include all labor, equipment, excavation, backfill and materials necessary to complete the work as specified herein including any pipe removal, and connections to existing drainage systems.

LUMINAIRE PERFORMANCE COMPARISON

LUMINAIRE PERFORMANCE COMPARISON

Date: July 31, 2008
 Designer: John P. Caruso, P.E.
 Project: Hawthorne Lane -- Rowis Road to Arbor Avenue



IES Roadway Classification IES Area Classification IES Recommended Levels Contract Specified Levels	Roadway Area				Sidewalk Area			
	Luminance		Luminance		Luminance		Luminance	
	E_{AVE}	E_{AVE}/E_{MIN}	L_{AVE}/L_{MIN}	L_{AVE}/L_{MIN}	E_{SIDE}	E_{SIDE}/E_{MIN}	L_{SIDE}	L_{SIDE}/L_{MIN}
IES Roadway Classification: Collector IES Area Classification: Medium IES Recommended Levels: 0.9 Contract Specified Levels: 4.0	1.0	3.4	0.7	1.7	0.8	0.5	0.4	0.4
DESIGN COMPARISONS								
Manufacturer A: General Electric (Roadway) King (Pedestrian)								
Curve No. 06190712 IES (Roadway) VIG 11831es (Pedestrian)	1.0	3.4	0.7	1.7	0.8	0.5	0.4	0.4
Manufacturer B: American Electric (Roadway) H02081es (Pedestrian)	0.9	3.5	0.6	2.0	0.8	0.5	0.4	0.4
Curve No. 07115118-233es IES (Roadway) 171621ES (Pedestrian)								
Manufacturer								
Curve No.								

DESIGN PARAMETERS

Combined LLF	0.70	Spacing	140 ft.
Lamp Lumens	21,000 (Roadway)	Light Pole Set Back S_{LP}	5.5 ft. (E.O.P.)
Lamp Lumens	4,000 (Pedestrian)	Mounting Height	30.75 ft.
Roadway Width W_r	38 ft.	West Side	12 ft.
Number of Lanes	3	Sidewalk Set Back S_{SW}	2.5 ft. (E.O.P.)
Lane Width W_L	12.0 ft.	Sidewalk Width W_{SW}	12 ft.
Layout	Single Sided		

LUMINAIRE PERFORMANCE COMPARISON

Date July 31, 2006
 Designer: John P. Caruso, PE
 Project: Hawthorne Lane - Powis Road to Arbor Avenue



IES Roadway Classification	Collector	Roadway Area						Sidewalk Area	
		Illuminance		Luminance				Illuminance	
		E_{avg}	E_{avg}/E_{min}	L_{avg}	L_{avg}/L_{min}	L_{max}/L_{min}	L_{max}/L_{min}	E_{avg}	E_{avg}/E_{min}
IES Area Classification		0.9	4.0	0.6	3.5	8.0	0.4	0.5	4.0
IES Recommended Levels		0.9	4.0	0.6	3.5	8.0	0.4	0.5	4.0
Contract Specified Levels									
DESIGN COMPARISONS									
Manufacturer A: General Electric (Roadway)		E_{avg}	E_{avg}/E_{min}	L_{avg}	L_{avg}/L_{min}	L_{max}/L_{min}	L_{max}/L_{min}	E_{avg}	E_{avg}/E_{min}
King (Pedestrian)		0.9	2.3	0.7	1.5	1.8	0.17	0.7	2.5
Curve No. 0 E140342 IES (Roadway)									
Distribution									
MCS3									
Manufacturer B: American Electric (Roadway)									
Halophanes (Pedestrian)									
Curve No. 17115118-32 series IES (Roadway)		0.9	2.4	0.7	1.7	2.5	0.23	0.5	1.8
Distribution									
MCS3									
Manufacturer									
Curve No.									
Distribution									

DESIGN PARAMETERS

Combined LLF	<u>0.70</u>	Spacing	<u>130 ft.</u>
Lamp Lumens	<u>21,000 (Roadway)</u>	Light Pole Set Back S_{LP}	<u>5.5 ft. (E.O.P.)</u>
Lamp Lumens	<u>4,000 (Pedestrian)</u>	Mounting Height	<u>35.75 ft.</u>
Roadway Width W_R	<u>36 ft.</u>	Post Ht.	<u>15 ft.</u>
Number of Lanes	<u>3</u>	Sidewalk Set Back S_{SW}	<u>7.5 ft. (North) - 2.5 ft. (South) EOP</u>
Lane Width W_L	<u>12.0 ft.</u>	Sidewalk Width W_{SW}	<u>5 ft. (North) - 10 ft. (South)</u>
Layout	<u>Single Sided</u>		



**Illinois Department
of Transportation**

Storm Water Pollution Prevention Plan

Route FAU 1389

Marked Hawthorne Lane

Section 99-00062-00-PV

Project No. M-8003 (501)

County DuPage

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Christopher B. Burke

Signature

10/23/06

Date

PROJECT MANAGER
CHRISTOPHER B. BURKE ENGINEERING LTD.

Title

1. Site Description

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

The work consists of earth excavation, construction of storm sewers, drainage structures, sanitary sewers, sanitary service connections, water lines, water service connections, combination curb and gutter, full-depth bituminous pavement, bituminous base course widening, resurfacing with binder and surface courses, construction of a bituminous pavement shared use path, detention storage, street lighting and landscaping.

- 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):

PRE-STAGE

* BUILD TEMPORARY PAVEMENT AND DRAINAGE AS SHOWN ON STAGE 1 MAINTENANCE OF TRAFFIC PLAN.

STAGE 1

- * CONSTRUCT HAWTHORNE LANE AND POWIS ROAD WITHIN THE POWIS/HAWTHORNE CLOSURE INCLUDING ALL CONNECTING DRIVEWAYS, ENTRANCES, DRAINAGE AND LANDSCAPING.
- * CONSTRUCT RAILROAD CROSSING SURFACE AND APPURTENANCES (BY OTHERS)
- * CONSTRUCT THE WESTBOUND AND CENTER LANE OF HAWTHORNE LANE WITH ALL CONNECTING DRIVEWAYS, ENTRANCES, SIDEWALKS, DRAINAGE AND LANDSCAPING BETWEEN STA. 108+20 AND STA. 124+86

STAGE 2

- * CONSTRUCT THE NORTH SIDE OF HAWTHORNE LANE WITH ALL CONNECTING DRIVEWAYS, ENTRANCES, SIDEWALKS, DRAINAGE AND LANDSCAPING BETWEEN STA. 87+84 AND STA. 108+20

BDE 2342

STAGE 3

- * CONSTRUCT HAWTHORNE LANE WITHIN THE HAWTHORNE CLOSURE INCLUDING ALL CONNECTING DRIVEWAYS, ENTRANCES, MEDIANS, SHARED USE PATH AND LANDSCAPING.
- * CONSTRUCT RAILROAD CROSSING SURFACE, GATES, FLASHERS AND APPURTENANCES (BY OTHERS)
- * CONSTRUCT KRESS CREEK CULVERT.

STAGE 4

- * CONSTRUCT THE NORTH SIDE OF HAWTHORNE LANE WITH ALL CONNECTING DRIVEWAYS, ENTRANCES, SIDEWALKS BETWEEN STA. 37+50 AND STA. 69+86.

STAGE 5

- * CONSTRUCT THE SOUTH SIDE OF HAWTHORNE LANE WITH ALL CONNECTING DRIVEWAYS, ENTRANCES, SHARED USE PATH, LANDSCAPING, AND SANITARY SEWER BETWEEN STA. 37+50 AND STA. 71+00, AND BETWEEN STA. 85+18, AND STA. 124+86.

STAGE 6

- * COMPLETE CONSTRUCTION OF SHARED USE PATH.
- * COMPLETE ALL LANDSCAPING.

- c. The total area of the construction site is estimated to be **24.5** acres. The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is **22.5** acres.
- d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.
- e. The design/project report, hydraulic report, or plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands), and locations where storm water is discharged to a surface water.
- f. The names of receiving water(s) and aerial extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

2. Controls

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

a. Erosion and Sediment Controls

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

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- (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):

PRE-STAGE

* INSTALL PERIMETER EROSION BARRIER, INLET AND PIPE PROTECTION, INLET FILTERS AND TREE PROTECTION PROJECT WIDE AS SHOWN IN THE EROSION CONTROL PLAN AND AS DIRECTED BY THE ENGINEER.

* INSTALL TEMPORARY DITCH CHECKS, TEMPORARY EROSION CONTROL SEEDING AND EROSION CONTROL BLANKET IN TEMPORARY DRAINAGE DITCH (ALONG TEMP. PAVEMENT).

STAGE 1 TO STAGE 5

* MAINTAIN ALL EROSION CONTROL ITEMS.

* PLACE TEMPORARY EROSION CONTROL SEEDING AS REQUIRED BY THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS IN AREAS TO BE AFFECTED IN SUBSEQUENT STAGES.

* PLACE SEED AS WORK PROGRESSES, OR TEMPORARY EROSION CONTROL SEEDING AS REQUIRED BY THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

* INSTALL INLET AND PIPE PROTECTION AND INLET FILTERS IN NEW DRAINAGE STRUCTURES AS EACH STRUCTURE IS INSTALLED.

* INSTALL TEMPORARY DITCH CHECKS IN PROPOSED SWALES AND DITCHES, AS REQUIRED BY CONSTRUCTION METHODS AND AS DIRECTED BY THE ENGINEER.

* COMPLETE THE SEEDING/MULCHING/ EROSION CONTROL BLANKET WITHIN WORK ZONE.

STAGE 6

* MAINTAIN ALL EROSION CONTROL ITEMS.

* PLACE SEED AS WORK PROGRESSES, OR TEMPORARY EROSION CONTROL SEEDING AS REQUIRED BY THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS.

* COMPLETE THE SEEDING/MULCHING/ EROSION CONTROL BLANKET WITHIN WORK ZONE.

* COMPLETE SEED INSTALLATION AND LANDSCAPING.

* UPON PROJECT COMPLETION AND APPROVAL BY THE ENGINEER, REMOVE ALL TEMPORARY EROSION CONTROL ITEMS.

DETENTION PONDS

* PRIOR TO ANY CONSTRUCTION GRADING IN THE PONDS, PLACE PERIMETER EROSION BARRIER AROUND DETENTION PONDS AND INSTALL STABILIZED CONSTRUCTION ENTRANCE, AS SHOWN ON THE PLANS.

* PLACE TREES, SEEDING AND MULCHING IN COMPLETED DETENTION POND.

KRESS CREEK

* PRIOR TO ANY CONSTRUCTION GRADING IN THE CREEK, PLACE PERIMETER EROSION BARRIER. WORK TO CONFORM TO PERMITS.

- (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):

Perimeter erosion barrier, inlet and pipe protection, inlet filters, ditch checks, stabilized construction entrance, rip rap at storm sewer outlets, and pipe underdrains.

b. Storm Water Management

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

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

(ii)

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

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

Stormwater management will be handled through the expansion of three existing detention storage basins. Appropriate erosion control blanket and outlet protection has been specified. The stormwater management portions of the project have been reviewed and will be approved by the DuPage County Department of Economic Development & Planning prior to the start of construction.

Temporary erosion control seeding, and the seeding of all permeable areas, erosion control blanket, dust control watering

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:

Refer to Tab 7 of the DuPage County Stormwater Management Permit Application for the Kress Creek Culvert Replacements and Hawthorne Lane Reconstruction for the DuPage County Countrywide Stormwater and Flood Plain Ordinance Long Term Riparian Environment Maintenance Plan.

The Kane-DuPage Soil and Water Conservation District (KDSWCD) must be notified one week prior to the pre-construction conference, one week prior to the commencement of land disturbing activities, and one week prior to the final inspection. A copy of the approved erosion and sediment control plan shall be maintained on the site at all times. Prior to commencing land-disturbing activities in areas other than indicated on these plans (including but not limited to, additional phases of development and off-site borrow or waste areas) a supplementary erosion control plan shall be submitted for review by the KDSWCD. The contractor is responsible for installation of any additional erosion control measures necessary to prevent erosion and sedimentation as determined by the KDSWCD. During dewatering operations, water will be pumped into sediment basins or silt traps. Dewatering directly into field tiles or stormwater structures is prohibited. Unless otherwise indicated, all vegetative and structural erosion and sediment control practices will be constructed according to minimum standards and specifications in the Illinois Urban Manual revised February 2002.

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 monitored by the Resident Engineer and Contractor and will be maintained by the Contractor in accordance with the Project Special Provisions, Approved Local Plans, and the Standard Specifications. If the Resident Engineer determines it necessary, weekly or bi-weekly meetings will be set up to discuss erosion control issues.

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. Inspections shall occur after installation of structural control measures and following final stabilization, before removal of control measures.

- 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).

N/A.



Illinois Department of Transportation

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.

Project Information:

Route	<u>FAU 1389</u>	Marked	<u>Hawthorne Lane</u>
Section	<u>99-00062-00-PV</u>	Project No.	<u>M-8003 (501)</u>
County	<u>DuPage</u>		

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number

EXHIBIT B-1

TO PUBLIC ROAD AT-GRADE CROSSING AGREEMENT

CONTRACT INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless:

- insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or
- all punitive damages are prohibited by all states in which this agreement will be performed.



H. Contractor waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Contractor required by this agreement.

I. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

J. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



UNION PACIFIC RAILROAD COMPANY
Real Estate Department
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
(402) 544-8620

September 18, 2006

UPRR Folder No.: 1613-61

To the Contractor:

Before Union Pacific Railroad Company can permit you to perform work on its property for the City of West Chicago, Hawthorne Lane, existing at-grade public road crossing reconstruction at the Railroad's Mile Marker 31.51 on the Belvidere Subdivision, DOT No. 174 532J, it will be necessary for you to complete and execute two originals of the enclosed Contractor's Right of Entry Agreement. Please:

1. Fill in the complete legal name of the contractor in the space provided on Page 1 of the Contractor's Right of Entry Agreement. If a corporation, give the state of incorporation. If a partnership, give the names of all partners.
2. Fill in the date construction will begin and be completed in Article 5, Paragraph A.
3. Fill in the name of the contractor in the space provided in the signature block at the end of the Contractor's Right of Entry Agreement. If the contractor is a corporation, the person signing on its behalf must be an elected corporate officer.
4. Execute and return all copies of the Contractor's Right of Entry Agreement together with your Certificate of Insurance as required in Exhibit B, in the attached, self-addressed envelope.
5. Include a check made payable to the Union Pacific Railroad Company in the amount of **\$500.00**. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Services' new policy regarding their Form 1099, I certify that 94-6001323 is the Railroad Company's correct Federal Taxpayer Identification Number and that Union Pacific Railroad Company is doing business as a corporation.

Under Exhibit B of the enclosed Contractor's Right of Entry Agreement, you are required to procure Railroad Protective Liability Insurance (RPLI) for the duration of this project. As a service to you, Union Pacific is making this coverage available to you. If you decide that acquiring this coverage from the Railroad is of benefit to you, please contact Mr. Mike McGrade of Marsh USA @ 800-729-7001, e-mail: michael.mcgrade@marsh.com.



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This agreement will not be accepted by the Railroad Company until you have returned all of the following to the undersigned at Union Pacific Railroad Company:

1. Executed, unaltered duplicate original counterparts of the Contractor's Right of Entry Agreement;
2. Your check in the amount of \$500.00 to pay the required balance due of the required Contractor's Right of Entry fee. (The **Folder Number 1613-61** and the name "**JAN R. BORNHOLDT**" should be written on the check to insure proper credit).
3. If you require formal billing, you may consider this letter as a formal bill;
4. Copies of all of your up-to-date General Liability, Auto Liability & Workman's Compensation Insurance Certificates (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured;
5. Copy of your up-to-date Railroad Protective Liability Insurance Certificate (*yours and all contractors*'), naming Union Pacific Railroad Company as additional insured.

**RETURN ALL OF THESE REQUIRED ITEMS TOGETHER IN ONE ENVELOPE.
DO NOT MAIL ANY ITEM SEPARATELY.**

If you have any questions concerning this agreement, please contact me as noted below. Have a safe day!

JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts
Phone: (402) 544-8549
e-mail: jrbornho@up.com

UPRR Folder No. 1613-61

Audit No. _____

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 200__, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"); and

(NAME OF CONTRACTOR)
a _____ corporation ("Contractor").
(State of Incorporation)

RECITALS:

Contractor has been hired by the CITY OF WEST CHICAGO to perform work relating to the Hawthorne Lane Reconstruction of the existing at-grade public road crossing (the "work"), with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Mile Post 31.51 on Railroad's Belvidere Subdivision located at or near West Chicago, Dupage County, Illinois, which work is the subject of a contract dated _____ between Railroad and the CITY OF WEST CHICAGO as such location is also shown on the print marked Exhibit D, attached hereto and hereby made a part hereof.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing any work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS A, B & C.

The terms and conditions contained in **Exhibit A**, **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this Agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

James Nudera
Manager of Track Maintenance
327 West Spencer Street
West Chicago, Illinois 60185

Phone: (630) 876 2755
Fax: (630) 876 4644

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit A**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - TERM; TERMINATION.

- A. The grant of right herein made to Contractor shall commence on the date of this



Agreement, and continue until _____, unless sooner terminated
(Date of Expiration)
as herein provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 6 - CERTIFICATE OF INSURANCE.

- A. Before commencing any work, Contractor will provide Railroad with the insurance binders, policies, certificates and/or endorsements set forth in **Exhibit B** of this Agreement.
- B. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

*Union Pacific Railroad Company
1400 Douglas Street, MS 1690
Omaha, NE 68179-1690
Attn.: JAN R. BORNHOLDT
UPRR Folder No.: 1613-61*

ARTICLE 7 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 8 - ADMINISTRATIVE FEE.

Upon the execution and delivery of this Agreement, Contractor shall pay to Railroad **Five Hundred Dollars (\$500.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this Agreement.

ARTICLE 9 - CROSSINGS.

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.



ARTICLE 10 - EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By: _____
JAN R. BORNHOLDT
Senior Manager Signboards & Special Contracts

(NAME OF CONTRACTOR)

By: _____

Title: _____

EXHIBIT A

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

TERMS AND CONDITIONS

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages..

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.

B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in Exhibit C, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of Exhibit C to each of its employees before they enter the job site.

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 8. INDEMNITY.

A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this agreement by Contractor.

B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.

C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify Railroad under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.

D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against Railroad.

E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.



Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors, and shall require all subcontractors to maintain the insurance coverage required to be maintained by Contractor as provided in this Agreement, and to indemnify Contractor and Railroad to the same extent as Railroad is indemnified by Contractor under this Agreement.



EXHIBIT B

TO RIGHT OF ENTRY AGREEMENT

CONTRACT INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

E. Umbrella or Excess insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Contractor waives all rights against Railroad and its agents, officers, directors and employees for recovery of damages to the

extent these damages are covered by the workers compensation and employers liability or commercial umbrella or excess liability insurance obtained by Contractor required by this agreement.

- I. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- J. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.
- K. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT C

TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

I. Clothing

A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- Waist-length shirts with sleeves.
- Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
- Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers
 - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- Wear an orange, reflectorized workwear approved by the Railroad Representative.
- Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.



IV. Equipment

A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

- Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
- Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
- In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
- Avoid walking or standing on a track unless so authorized by the employee in charge.
- Before stepping over or crossing tracks, look in both directions first.
- Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

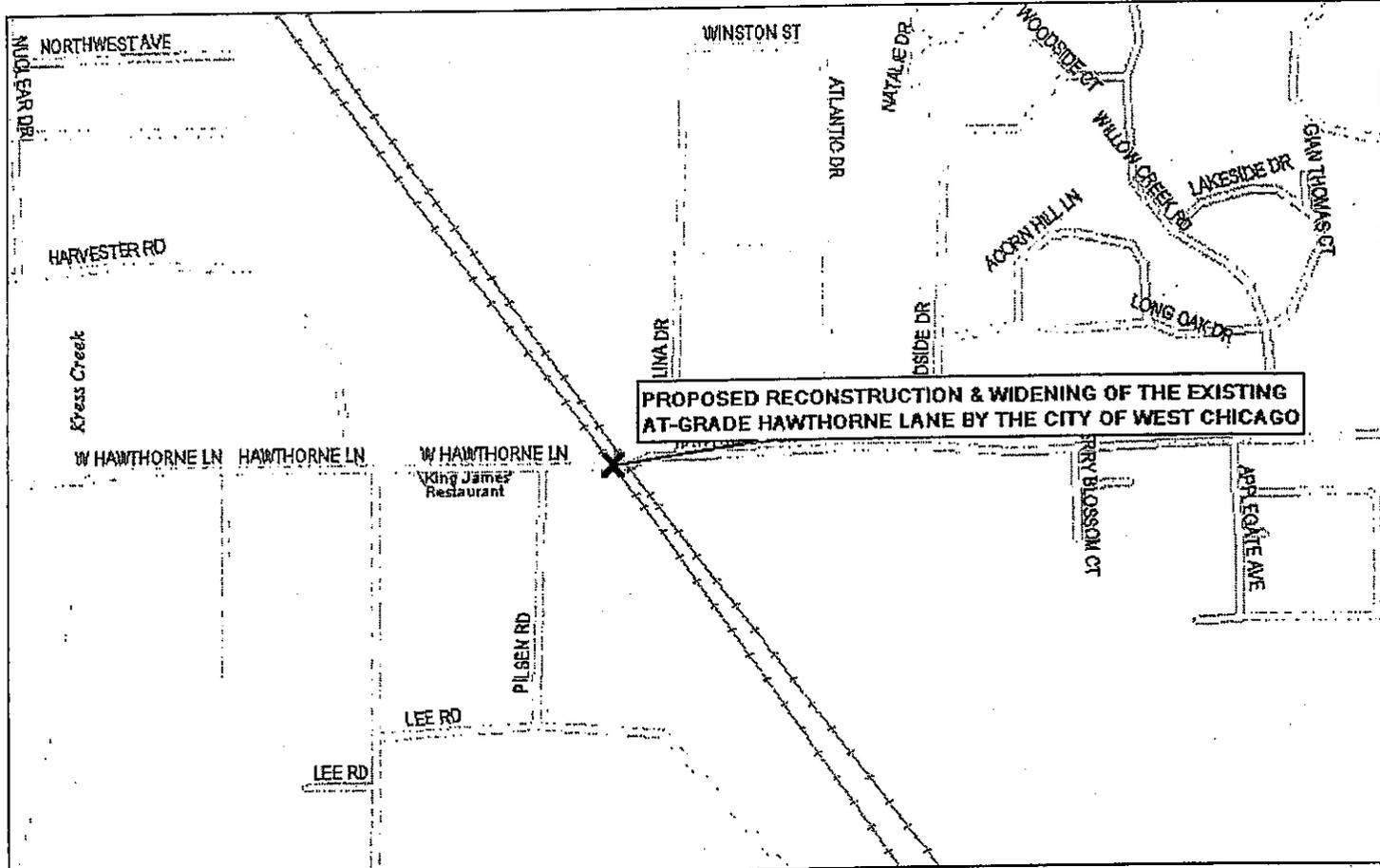
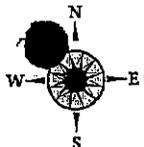
EXHIBIT D

TO CONTRACTORS RIGHT OF ENTRY AGREEMENT

LOCATION PRINT

If a print of the right of entry area to be used by Contractor is available, it should be marked **Exhibit D** and attached here as part of the Agreement.

LOCATION OF PUBLIC AT- GRADE ROAD CROSSING RECONSTRUCTION & WIDENING PROJECT



Data use subject to license.
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www.delorme.com



Data Zoom 14-0

RAILROAD WORK TO BE PERFORMED:

1. Flagging
2. Install 1- 64 Ft. concrete crossing surface material
3. Install 50 cross-ties
4. Install 160 feet of rail and other track material
5. Install 2 rail cars of rock ballast
6. Surface and align track
7. Signal work

EXHIBIT "D"
UNION PACIFIC RAILROAD COMPANY

BELVIDERE SUBDIVISION
MILE POST 31.51
GPS: N 41° 53.984', W 88° 13.297'
WEST CHICAGO, DUPAGE COUNTY, ILLINOIS

Illustrative print showing location of the re-construction and widening
of the existing at-grade Hawthorne Lane project with the **CITY OF
WEST CHICAGO.**

Folder No. 1613-61

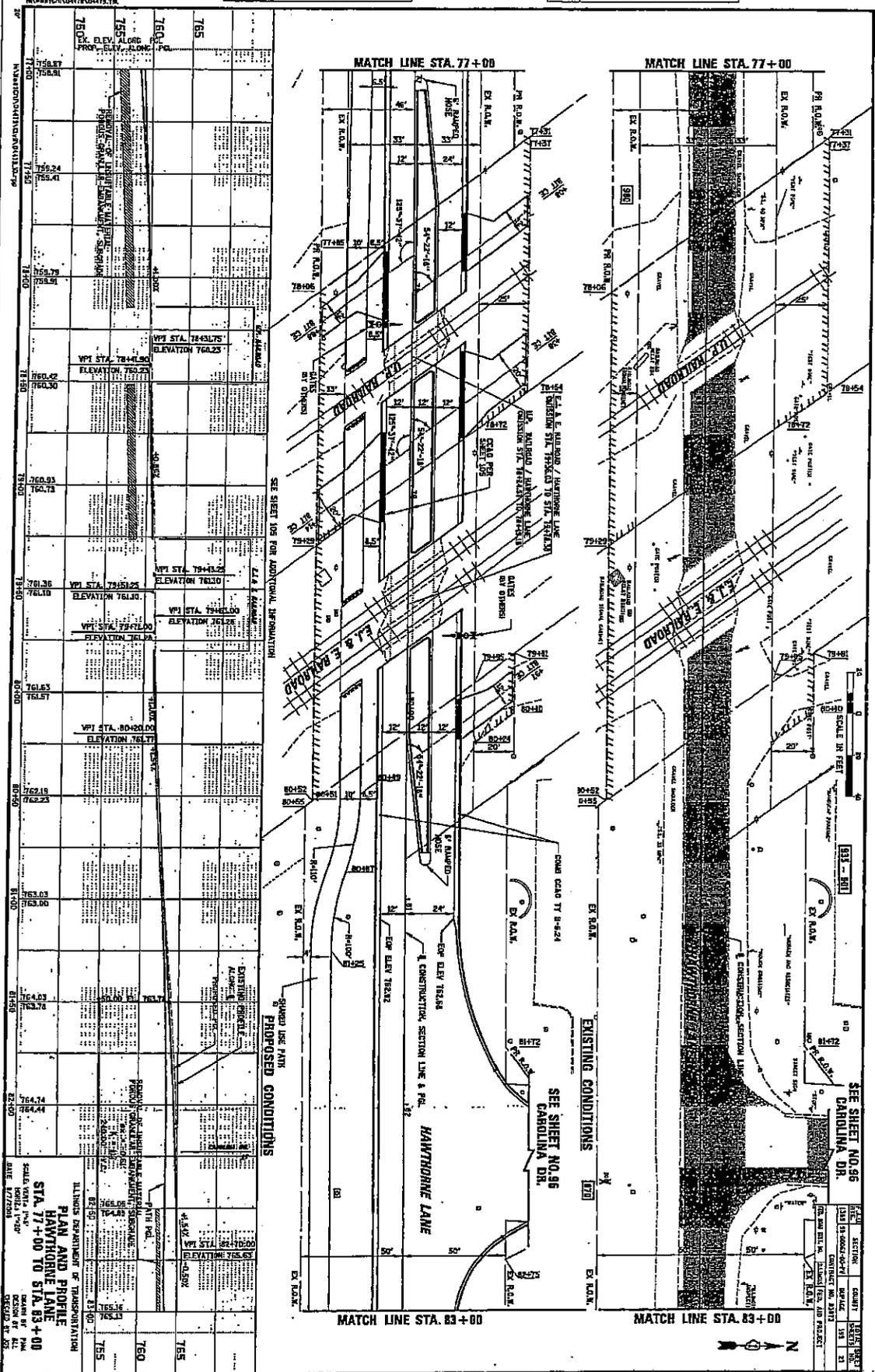
Date: September 18, 2006

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC
CABLE. PHONE: 1-(800) 336-9193

PROFILE	DATE	BY

PLAN	DATE	BY



STATION	ELEVATION	REMARKS
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ELGIN, JOLIET & EASTERN RAILWAY COMPANY **THIRD PARTY CONTRACTORS WORKING ON RAILROAD PROPERTY**

To obtain a Temporary Permit to work on EJ&E property, mail the following information to Mr. R. C. Baker, Chief Engineer, 1 North Buchanan Street, Gary, Indiana, 46402, or fax to 219-883-4257.

- 1.) Temporary Permit form completed and signed, including any subcontractor information
- 2.) Certificate of Insurance in compliance with Exhibit A or B, including that of any subcontractors
- 3.) Brief explanation of type, duration and railroad location of work
- 4.) Permit fee of \$350.

Permission to enter the property has not been granted until the form has been returned to you, signed by the Chief Engineer. Once the permit has been returned to you, you must contact the Engineer Track and Structures to determine if a flagman is required at least 72 hours in advance of entering the property. Their numbers are:

Joliet Division	Rick Weber	815-740-6594
Gary Division	Dan Maloney	219-883-4233

I. GENERAL

1. No work shall commence without the Chief Engineer's written approval of the plans and/or proposed work methods. The approval of the Chief Engineer will not be considered as a release from responsibility for any damage to the Railroad Company by the acts of the Contractor or those of his employees. Plans for the Chief Engineer's approval shall be sent to: R. C. Baker, Chief Engineer, Elgin, Joliet and Eastern Railway Company, 1 North Buchanan St., Gary, IN 46402. Phone 219-883-4307.
2. Railroad will not be responsible for the security of the Contractor's and/or Subcontractor's employees, tools, equipment, material and/or vehicles.
3. No work shall interfere with train movements, unless agreed upon in advance.
4. The Contractor shall not bill the Railroad Company for any work which he may perform unless the Railroad Company gives a written request that such work be performed at its expense.
5. The Railroad Company reserves the right to suspend the work or any part thereof at any time.

II. ENGINEERING INSPECTION

1. Engineering inspection of work procedures may be required at Chief Engineer's discretion.
2. Engineering inspection charges are for portal to portal times and mileages.

III. FLAGGING PROTECTION

A. Requirements

1. Flagging protection is required during:
 - a) All operations providing overhead clearances of less than twenty-two (22) feet above top of rail.
 - b) All operations providing horizontal clearances of less than twenty-five (25) feet from the centerline of tangent track.
 - c) All operations beneath railroad tracks.

- d) Movement of vehicles or equipment across tracks, except at public crossings.
- e) Installation and removal of all rigging above tracks, within the minimum horizontal clearance required in item "b" and also during all operations from such scaffolding.
- f) All operations where possibility of debris, equipment, material, etc. falling on tracks exists, even when vertical clearance exceeds twenty-two (22) feet.

2. Flagging protection may be required at other times at discretion of Chief Engineer.

B. Charges

Flagman charges are based on portal to portal time with any time beyond eight (8) hours on any day, or for weekends, charged at overtime rates. Eight hours per day is the minimum charge. In addition, charges may be billed for delayed lunch, meal allowance or inconvenience allowances.

IV: **SIGNAL CABLE MARKING**

Underground work may require EJ&E signal cable to be marked, for which you will be billed.

Please contact our office for any further information at 219-883-4306.

EJ&E RAILWAY COMPANY
TEMPORARY PERMIT TO ENTER UPON PROPERTY

PERMISSION is hereby granted this _____ day of _____, _____ to
_____ hereinafter called
"Permittee" to enter property of the EJ&E Railway, hereinafter called "Railroad", for the purpose of

in the County of _____, City of _____ State of _____

under the following terms and conditions:

1. LOCATION AND ACCESS: _____

2. LIABILITY: Permittee shall release, indemnify, defend, and save harmless the Railroad and any of its parent, EJ&E Railway and affiliated companies, its or their directors, officers, employees, agents, contractors, subcontractors and suppliers (except Permittee and any of its agents, contractors, subcontractors and suppliers), from and against any and all detriment, damages, losses, claims, liabilities, demands, suits, costs or expenses, including counsel fees, which the Railroad may suffer, and become obligated to pay or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whatsoever (including Railroad and Permittee and their employees) and arising out of or caused either wholly or in part by reason of work performed while on or about the Railroad's property, or appurtenances and areas contiguous thereto by Permittee and/or his contractor, agents, employees, subcontractors and suppliers, regardless of the Railroad's fault or negligence. Permittee agrees that his use of the property and right of way of the Railroad will be in compliance and conformity with all applicable laws, ordinances, rules, regulations and requirements of all public authorities.

3. CONSIDERATION: Permittee will pay to the Railroad the sum of THREE HUNDRED AND FIFTY Dollars (\$350.00) in partial consideration for the preparation of this permit.

4. STARTING OF USE OF PROPERTY: Permittee or his contractor shall notify in writing the Chief Engineer, or his designee, at least ten (10) days in advance before entering upon or starting any work upon Railroad property. No entry or use of Railroad property will be permitted until this permit is signed, charges thereunder paid, and written permission received from the Chief Engineer, R. C. Baker. When requested, plans and/or a written description of the proposed work methods will be required. The permittee shall provide the following information for all contractors and subcontractors:

Name of Firm _____

Home Office Address _____

Project Supervisor with Phone Number _____

On-Site Contact Person with Phone Number _____

Subcontractor name _____

5. SAFETY EQUIPMENT: Each contractor employee, as a minimum, must wear a hard hat, steel toed safety boots with a minimum 8" height, safety glasses and other protective equipment as required for the task, e.g. gloves or respirator.

6. RAILROAD OPERATIONS: All operations shall be carried on in such a manner so as not to interfere with Railroad property and operations or the use of any Railroad facilities. If, in the opinion of the said Chief Engineer of the Railroad, or his designee, conditions warrant at any time, the Railroad will provide flag service and protection and/or engineering inspection at the expense of the Permittee, and Permittee agrees to pay to the Railroad the full cost and expense therefor.

7. CROSSING TRACK: In no event shall equipment or material be transported across a track or tracks without special written permission and with at least written notice of forty-eight (48) hours in advance, so that the Railroad may arrange for the necessary flag protection at the expense of the Contractor and

Contractor agrees to pay to the Railroad the full cost and expense therefor. Such written permission shall be obtained from the said Chief Engineer of the Railroad or his designee.

8. CLEARANCES: All equipment working on or material in use upon the property of the Railroad shall be kept at all times not less than fifteen (15) feet from the nearest rail of any track, or as subsequently modified in writing by the said Chief Engineer or his designee. The Permittee and/or his contractor shall conduct his operations so that no part of his equipment shall foul an operated track, transmission, signal or communication lines, or any other structure of the Railroad.

9. RESTORATION OF PREMISES: Upon completion of the work, the Railroad's property shall be left in a condition satisfactory to the Railroad. This includes, without limitation, the restoration immediately of any fences removed.

10. EQUIPMENT MARKING: Underground equipment shall be prominently marked on both side of the track under crossing with durable, weatherproof signs located over the centerline of the pipe. The Licensee will be responsible for the future maintenance of the signs. Signs shall show the following:

1. Name and address of owner
2. Contents of pipe
3. Depth below grade at point of sign
4. Emergency telephone number

11. TERM OF PERMIT: The Railroad reserves the right to revoke this permit at any time. Unless subsequently modified or terminated, this permit shall extend until _____ at which time it shall expire automatically. The Permittee agrees to notify, in writing, the Railroad when use of the property or work is completed. Under no circumstances shall this temporary permit be construed as granting the Permittee any; right, title or interest of any kind or character in, or about the land or premises of the Railroad.

12. INSURANCE: Permittee and his contractor shall furnish the Chief Engineer of the Railroad, or his designee, written evidence of his insurance coverage which must be in full force throughout this agreement. Said insurance shall be at the expense of permittee or contractor and shall be in compliance with the conditions described on Exhibit attached.

13. MODIFICATIONS IN WRITING ONLY: Any modification, addition or deletion to this Agreement shall be in writing and signed by the parties thereto.

14. ASSIGNABILITY: Permittee shall not assign its rights and liabilities under this Agreement to another party without Railroad's written consent and such consent shall not be unreasonably withheld or delayed.

15. SURVIVAL CLAUSE: Termination of this Agreement, for whatever reason, shall not diminish or affect in any way any rights or obligations which accrued under this Agreement prior to such termination.

16. SEVERABILITY: Any terms within this Agreement which are adjudged or construed to be illegal, invalid or unconstitutional shall be stricken from the Agreement. The unaffected terms of this Agreement shall remain in effect as though the illegal, invalid or unconstitutional terms never were a part of this Agreement.

17. ENTIRE AGREEMENT: This written document represents the entire agreement and understanding of the parties. No prior terms, provisions, understandings, negotiations or promises are a part of this Agreement unless embodied herein.

To confirm your acceptance of the above conditions, please return both signed copies of permit to this office at One North Buchanan Street, Gary, Indiana 46402.

AGREED TO AND ACCEPTED:

EJ&E RAILWAY COMPANY

BY: _____

BY: _____

TITLE: _____

TITLE: Chief Engineer

DATE: _____

DATE: _____

INSURANCE REQUIREMENTS – EXHIBIT A

CONSTRUCTION OPERATIONS-WITHIN 50 FEET OF RAILROAD PROPERTY AFFECTING ANY BRIDGE, TRESTLE, TRACK, ROADBED, TUNNEL, UNDERPASS OR CROSSING

Prior to the commencement of work, the Contractor will obtain, at its sole cost and expense, and keep in effect until all work specified under this contract has been completed and until any completed operations period specified by Owner has expired, insurance adequate to cover all liability herein assumed by Contractor and to protect Transtar and Owner, their Officers, Directors, Stockholders, Employees, and Agents with respect to losses arising out of the operations which are to be performed under the terms of this contract by the Contractor and any/all Subcontractors.

Such insurance shall be placed with insurance companies acceptable to Transtar/EJ&E RAILWAY and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, VII, as evaluated by the most current A. M. Best rating guide. Such insurance shall include but not be limited to:

- (1) Statutory Workers' Compensation as required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employers Liability Insurance and/or Stop Gap Liability coverage with limits of not less than \$1,000,000 each accident.

Note: Operations on or near water require the following:
Statutory Workers' Compensation/USL&H coverage, Employers Liability including Maritime Employers Liability coverage, with limits of not less than \$1,000,000 each accident.

- (2) Commercial General Liability Insurance coverage, including severability of interest, products/completed operations and contractual coverage, with limits of not less than \$2,000,000 each occurrence for personal injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. **The policy must be endorsed to reflect that the "railroad liability exclusion is deleted from the definition of an insured contract."** The policy shall not contain any provision, definition or endorsement, which would serve to eliminate third-party action over claims. (May include Umbrella Liability coverage to satisfy minimum limit requirements.)
- (3) Automobile Liability Insurance coverage with a limit of not less than \$2,000,000 each accident for bodily injury and property damage, or \$5,000,000 if hazardous materials or substances are to be transported. The policy must include an MCS 90 Endorsement and a CA 99 48 Endorsement if hazardous materials or substances are to be transported. **The policy must be endorsed to reflect that the "Railroad Liability exclusion is deleted from the definition of an insured contract".** (May include Umbrella Liability coverage to satisfy minimum limit requirements.)

All of the above policies, except Workers' Compensation, shall be endorsed to include Transtar/EJ&E RAILWAY their Officers, Directors, Stockholders, Employees, and Agents as Additional Insureds on a primary basis without seeking contribution from any other insurance or self insurance available to Transtar/EJ&E RAILWAY. In addition, all of the above policies shall be endorsed to provide waiver of subrogation to the benefit of Transtar/EJ&E RAILWAY, their Officers, Directors, Stockholders, Employees, and Agents.

The obligation of the Contractor to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor hereunder.

In the event Contractor or its insurance carrier defaults on any obligations hereunder, Contractor agrees that they will be liable for all reasonable expenses and attorneys' fees incurred by Transtar/EJ&E RAILWAY to enforce the provisions hereunder.

INSURANCE REQUIREMENTS – EXHIBIT A – PAGE 2

CONSTRUCTION OPERATIONS-WITHIN 50 FEET OF RAILROAD PROPERTY AFFECTING ANY BRIDGE, TRESTLE, TRACK, ROADBED, TUNNEL, UNDERPASS OR CROSSING

Contractor shall furnish to Transtar/EJ&E RAILWAY insurance certificates evidencing compliance with the foregoing requirements and stating that the Insurers will provide 30 days advance written notice of cancellation or material alteration in any of the required policies of insurance. All Certificates of Insurance shall be in form and content acceptable to Transtar/EJ&E RAILWAY. Any failure on the part of Transtar/EJ&E RAILWAY to pursue or obtain the

Certificates of Insurance required hereunder from Contractor and/or the failure of Transtar/EJ&E RAILWAY to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by Transtar/EJ&E RAILWAY of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind, which their insurance does not cover.

All coverages are to be written on occurrence based policy forms with insurers acceptable to Transtar/EJ&E RAILWAY. Claims made policy forms are subject to prior review and approval by Transtar/EJ&E RAILWAY.

All insurance coverage carried by Contractor shall extend to and protect Transtar and EJ&E RAILWAY, their Officers, Directors, Stockholders, Employees and Agents to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor.

Contractor shall also require its subcontractors, suppliers, etc., to carry and furnish evidence of the above coverages. All coverages for subcontractors, suppliers, etc. shall be subject to all of the requirements stated herein.

- (4) Transtar/EJ&E RAILWAY shall be furnished with an original **Railroad Protective Liability Insurance Policy** evidencing coverage for the full term of any construction operations on or near Transtar/EJ&E RAILWAY premises or utilizing Transtar/EJ&E RAILWAY Right of Way to access a construction site, with limits of not less than \$2,000,000 each occurrence/\$6,000,000 aggregate.

This coverage must show Transtar/EJ&E RAILWAY as the Named Insured and must be evidenced to Transtar/EJ&E RAILWAY via a Certificate of Insurance prior to the commencement of any operations and until such time as the original policy is provided by the insurance company.

NOTE: For certain work/projects it may be desirable to include additional requirements for Environmental Impairment Insurance and/or Errors and Omissions Professional Liability Insurance and/or require higher insurance limits. Please contact the USS Corporate Risk Management Department to discuss any work/projects that you believe should require additional insurance coverages.

INSURANCE REQUIREMENTS – EXHIBIT B

CONSTRUCTION OPERATIONS EXCLUSIVE OF CONSTRUCTION WITHIN 50 FEET OF RAIL OPERATIONS

Prior to the commencement of work, the Contractor will obtain, at its sole cost and expense, and keep in effect until all work specified under this contract has been completed and until any completed operations period specified by Owner has expired, insurance adequate to cover all liability herein assumed by Contractor and to protect Transtar and Owner, their Officers, Directors, Stockholders, Employees, and Agents with respect to losses arising out of the operations which are to be performed under the terms of this contract by the Contractor and any/all Subcontractors.

Such insurance shall be placed with insurance companies acceptable to Transtar/EJ&E RAILWAY and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, VII, as evaluated by the most current A. M. Best rating guide. Such insurance shall include but not be limited to:

- (1) Statutory Workers' Compensation as required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employers Liability Insurance and/or Stop Gap Liability coverage with limits of not less than \$1,000,000 each accident.

Note: Operations on or near water require the following:

Statutory Workers' Compensation/USL&H coverage, Employers Liability including Maritime Employers Liability coverage, with a limits of not less than \$1,000,000 each accident.

- (2) Commercial General Liability Insurance coverage, including severability of interest, products/completed operations and contractual coverage, with limits of not less than \$2,000,000 each occurrence for personal injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The policy shall not contain any provision, definition or endorsement, which would serve to eliminate third-party action over claims. (May include Umbrella Liability coverage to satisfy minimum limit requirements.)
- (3) Automobile Liability Insurance coverage with a limit of not less than \$2,000,000 each accident for bodily injury and property damage, or \$5,000,000 if hazardous materials or substances are to be transported. The policy must include an MCS 90 Endorsement and a CA 99 48 Endorsement if hazardous materials or substances are to be transported. (May include Umbrella Liability coverage to satisfy minimum limit requirements.)

All of the above policies, except Workers' Compensation, shall be endorsed to include Transtar/EJ&E RAILWAY their Officers, Directors, Stockholders, Employees, and Agents as Additional Insureds on a primary basis without seeking contribution from any other insurance or self insurance available to Transtar/EJ&E RAILWAY. In addition, all of the above policies shall be endorsed to provide waiver of subrogation to the benefit of Transtar/EJ&E RAILWAY, their Officers, Directors, Stockholders, Employees, and Agents. The obligation of the Contractor to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor hereunder.

In the event Contractor or its insurance carrier defaults on any obligations hereunder, Contractor agrees that they will be liable for all reasonable expenses and attorneys' fees incurred by Transtar/EJ&E RAILWAY to enforce the provisions hereunder.

Contractor shall furnish to Transtar/EJ&E RAILWAY insurance certificates evidencing compliance with the foregoing requirements and stating that the Insurers will provide 30 days advance written notice of cancellation or material alteration in any of the required policies of insurance. All Certificates of Insurance shall be in form and content acceptable to Transtar/EJ&E RAILWAY. Any failure on the part of Transtar/EJ&E RAILWAY to pursue or obtain the Certificates of Insurance required hereunder from Contractor and/or the failure of Transtar/EJ&E RAILWAY to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by Transtar/EJ&E RAILWAY of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind, which their insurance does not cover.

All coverages are to be written on occurrence based policy forms with Insurers acceptable to Transtar/EJ&E RAILWAY. Claims made policy forms are subject to prior review and approval by Transtar/EJ&E RAILWAY.

CONSTRUCTION OPERATIONS EXCLUSIVE OF CONSTRUCTION WITHIN 50 FEET OF RAIL OPERATIONS

All insurance coverage carried by Contractor shall extend to and protect Transtar and EJ&E RAILWAY, their Officers, Directors, Stockholders, Employees and Agents to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor.

Contractor shall also require its subcontractors, suppliers, etc., to carry and furnish evidence of the above coverages. All coverages for subcontractors, suppliers, etc. shall be subject to all of the requirements stated herein.

NOTE: For certain work/projects it may be desirable to include additional requirements for Environmental Impairment Insurance and/or Errors and Omissions Professional Liability Insurance and/or require higher insurance limits. Please contact the USS Corporate Risk Management Department to discuss any work/projects that you believe should require additional insurance coverages.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 N. Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

B. Luke

Division of Public Water Supplies

Telephone 217/782-1724

PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: WEST CHICAGO (DuPage County-0430900)

Permit Issued to:

Mayor and City Council
475 Main Street, P.O. Box 488
West Chicago, IL 60185

PERMIT NUMBER: 0205-FY2007

Proposed Improvement

DATE ISSUED: September 19, 2006

PERMIT TYPE: Water Main

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows:

FIRM: Christopher B. Burke Engineering, Ltd.

NUMBER OF PLAN SHEETS: 191

TITLE OF PLANS: "FAU 1389 (Hawthorne Ln)-Powis Road to Arbor Ave. Sec. 99-00062-00-PV"

PROPOSED IMPROVEMENTS:

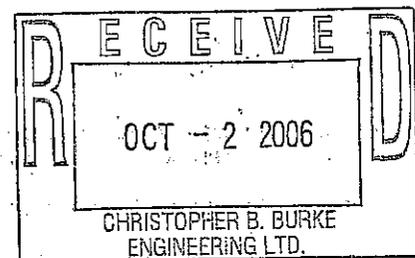
*****Install approximately 147 lineal feet of 12-inch diameter and 1,000 lineal feet of 16-inch diameter watermain*****

ADDITIONAL CONDITIONS:

1. There are no further conditions to this permit.

JHK:CLK:dse

**CC: Christopher B. Burke Engineering, Ltd.
Elgin Regional Office
DuPage County Health Department**



This permit is issued for the construction and/or installation of the public water supply improvements described above, in accordance with the provisions of the "Environmental Protection Act," Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the reverse side of this page and the ADDITIONAL CONDITIONS printed above.

Jerry H. Kuhn
Jerry H. Kuhn, P.E.
Manager, Permit Section
Division of Public Water Supplies

STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS
ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
(July 1, 1979)

The Illinois Environmental Protection Act (Illinois Compiled Statutes, Chapter 111-1/2, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits, which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction for development projects which require permits under the Divisions of Water Pollution Control, Air Pollution Control, Public Water Supplies, and Land and Noise Pollution Control, Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire one year after date of issuance unless construction or development on this project of project has started on or prior to that date. (See Below)
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modifications of the project, along with plans and specifications as required, shall have been submitted to the Agency and supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
 - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggest that the Agency (or its officers, agents or employees) assumes any liability directly or indirectly for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the Agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board of modifications, suspension or revocation of a permit.
 - a. upon discovery that the permit application contained misrepresentation or false statements or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rule or Regulation effective thereunder as a result of the construction or development authorized by this permit.

For Division of Public Water Supply Construction Permits, construction on the project, once started, may continue for four years before this permit expires. A request for extension shall be filed at least 90 days prior to the permit expiration date.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 1697-06

PERMIT NO.: 2006-HB-1697

FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

DATE ISSUED: October 20, 2006

PREPARED BY: Christopher B. Burke Engineering, Ltd.

SUBJECT: WEST CHICAGO -- Hawthorn Lane Reconstruction
(West Chicago Regional Sewage Treatment Plant) -- Sanitary Sewer Permit

PERMITTEE TO CONSTRUCT, OWN AND OPERATE

City of West Chicago
.475 Main Street, P.O. Box 488
West Chicago, Illinois 60185

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows (quantities are approximate):

Sewer reconstruction consisting of 100 feet of 8 inch sanitary sewer, 668 feet of 15 inch sanitary sewer and 4 manholes to serve an existing service area (0 P.E., 0 GPD, DAF) located along Hawthorne Lane with discharge to an existing 15 inch sanitary sewer tributary to the above indicated sewage treatment plant.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Any connections to this sanitary sewer extension must be in accordance with the latest Revisions of Title 35, Subtitle C, Chapter 1. Permits must be obtained if required by said regulations.

SPECIAL CONDITION 2: If this project is located within a wetlands, the U.S. Army Corps of Engineers may require a permit for construction pursuant to Section 404 of the Clean Water Act.

SPECIAL CONDITION 3: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area.

An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control - Permit Section.

SPECIAL CONDITION 4: Horizontal and/or vertical separation between any sanitary sewers and water mains must be in conformance with Section 370.350 of the Illinois Recommended Standards for Sewage Works.

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

SAK:DGN:j:\docs\permits\statecon\netermeyer\1697hb

DIVISION OF WATER POLLUTION CONTROL

cc: EPA - Des Plaines FOS
Christopher B. Burke Engineering, Ltd.
Records - Municipal
Binds


Alan Keller, P.E.
Manager, Permit Section

130

**READ ALL CONDITIONS CAREFULLY:
STANDARD CONDITIONS**

The Illinois Environmental Protection Act (Illinois Revised Statutes Chapter 111-12, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

1. Unless the construction for which this permit is issued has been completed, this permit will expire (1) two years after the date of issuance for permits to construct sewers or wastewater sources or (2) three years after the date of issuance for permits to construct treatment works or pretreatment works.
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted by the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentations of credentials:
 - a. to enter at reasonable times, the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit;
 - b. to have access to and copy at reasonable times any records required to be kept under the terms and conditions of this permit;
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit;
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants;
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the premises upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability, directly or indirectly, for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. Unless a joint construction/operation permit has been issued, a permit for operating shall be obtained from the agency before the facility or equipment covered by this permit is placed into operation.
7. These standard conditions shall prevail unless modified by special conditions.
8. The Agency may file a complaint with the Board for suspension or revocation of a permit:
 - a. upon discovery that the permit application contained misrepresentations, misinformation or false statement or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
111 NORTH CANAL STREET
CHICAGO, ILLINOIS 60606-7206

REPLY TO
ATTENTION OF:

JAN 19 2007

Technical Services Division
Regulatory Branch
LRC-2006-1098

SUBJECT: Proposed Replacement of a Culvert and Associated Rip Rap with 0.01 Acre of Permanent Impact Located at Hawthorne Lane between Arbor Avenue and Powis Road in the City of West Chicago, DuPage County, Illinois

City of West Chicago
Attention: Rob Flatter
475 Main Street
West Chicago, Illinois 60185

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 3 & 7 and the overall RPP under Category II of the Regional Permit Program dated January 1, 2005. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP. Enclosed is your copy of the executed RPP Permit authorization.

This verification expires three years from the date of this letter, and covers only your project as described in your notification and as shown on the plans titled Plans for Proposed Federal Aid Highway - Hawthorne Lane dated July/August 2006, prepared by Christopher B. Burke Engineering, Ltd. If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Diedra Willis of my staff by telephone at 312-846-5539 or email at Diedra.l.willis@usace.army.mil.

Sincerely,

Leesa A. Beal
Chief, East Section
Regulatory Branch

Enclosures

Copy Furnished (with authorization):
United States Fish & Wildlife Service (Rogner)
Kane/DuPage SWCD (Staci McCrory)
CBBEL, Ltd. (Andrea Cline)

Copy Furnished (w/o authorization):

Illinois Environmental Protection Agency (Yurdin)
Illinois Department of Natural Resources (Schanzle)
Illinois Department of Natural Resources/OWR (Jereb)

APPROVED JURISDICTIONAL DETERMINATION DECISION DOCUMENT
U.S. Army Corps of Engineers, Chicago District

APPLICANT: City of West Chicago PROJECT LOCATION/WATERWAY: Hawthorne Lane between Arbor Avenue and Powis Road in the City of West Chicago, DuPage County, Illinois/Kress Creek

FILE NUMBER: LRC-2006-1098 PROJECT REVIEW COMPLETED: Office Field

Approved Jurisdictional Determination (JD) (For sites regulated under 33 CFR 320-330). An approved JD is an appealable action. (33 CFR 331.2)

Based on available information:

- There are no waters on the project site.
- There are non-jurisdictional waters on the project site.
- There are waters of the United States on the project site.
- There are both waters of the United States and non-jurisdictional waters on the project site.

Basis of Jurisdictional Determination:

- There are no jurisdictional waters of the United States present on the project site.
- The presence of waters which are currently used, or were used in the past, or may be susceptible for use to transport interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide (i.e., navigable waters of the U.S.) (33 CFR 328.3(a)(1))
- The presence of interstate waters (including interstate wetlands¹). (33 CFR 328.3 (a)(2))
- The presence of a tributary to an interstate water or other water of the US. (33 CFR 328.3 (a)(5))
- The presence of wetlands adjacent² (bordering, contiguous, or neighboring) to interstate or other waters of the US, except for those wetlands adjacent to other wetlands. (33 CFR 328.3 (a)(7))
- The presence of an isolated water (e.g., intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds).
- Other:
- Section 10 waterway.

Information Reviewed

- U. S. Fish and Wildlife Service National Wetland Inventory: WEST CHICAGO.
- U. S. Geological Survey Hydrologic Atlas: WEST CHICAGO, HA 202.
- USDA Natural Resources Conservation Service Soil Survey for DuPage County.
- U. S. Geological Survey 7.5 Minute Topographic Maps: WEST CHICAGO, 1993.
- U. S. Geological Survey 7.5 Minute Historic Quadrangles: _____.
- U. S. Geological Survey 15 Minute Historic Quadrangles: _____.
- Aerial Photographs (Name & Date): _____.
- Advanced Identification Wetland Maps: DUPAGE COUNTY..
- Site Visit Conducted on: _____.
- Other information: _____.

Rationale for Basis (applies to any boxes checked above): Kress Creek is a jurisdictional waters of the U.S. that flows to the West Branch DuPage River, DuPage River to the Des Plaines River which is a section 10 waters of the U.S.

Lateral Extent of Jurisdiction (33 CFR 328 and 329):

Ordinary High Water Mark indicated by:

- clear, natural line impressed on the bank
- the presence of litter and debris
- changes in the character of soil
- wetland boundary
- destruction of terrestrial vegetation
- shelving
- other

Basis for Declining Jurisdiction:

- Unable to confirm the presence of waters listed in 33 CFR 328.3(a)(1), 328.3(a)(2), or 328.3(a)(4) through 328.3(a)(7)
 - Area under consideration is likely to have been jurisdictional under pre-SWANCC Migratory Bird Rule criteria
 - Area under consideration is not likely have been jurisdictional under pre-SWANCC Migratory Bird Rule criteria
- Headquarters declined to approve jurisdiction on the basis of 328.3(a)(3) [attach copy of HQ rationale]

Confirmation of Wetland Boundaries

- This office concurs with your wetland delineation report dated _____, prepared by _____.
- This office does not confirm your wetland boundary.

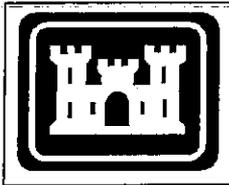
Recommended by: [Signature] Date: 1-19-07

Approved by: [Signature] Date: 1/19/07

¹Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (87 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology). Processes for determining wetlands on agricultural lands may vary from methods described in the Corps Wetland Delineation Manual (1987).

²Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.

PERMIT COMPLIANCE



CERTIFICATION

Permit Number: LRC-2006-1098

Permittee: City of West Chicago

Date of Issuance: **JAN 19 2007**

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

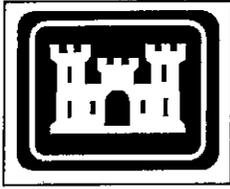
DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
111 North Canal Street, 6th Floor
Chicago, Illinois 60606-7206

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.



REGIONAL PERMIT PROGRAM

AUTHORIZATION

PERMITTEE: City of West Chicago

APPLICATION: LRC-2006-1098

ISSUING OFFICE: U.S. Army Corps of Engineers, Chicago District

DATE: **JAN 19 2007**

You are hereby authorized to perform work in accordance with the terms and conditions specified below. This verification expires three (3) years from the date indicated above.

Note: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the U.S. Army Corps of Engineers, Chicago District.

PROJECT DESCRIPTION: Reconstruct Hawthorne Lane between Arbor Avenue and Powis Road and replace the culverts within Kress Creek which will permanently impact 0.01 acre of waters of the U.S., Kress Creek, for the culvert replacements, as described in your notification and as shown on the plans entitled entitled Plans for Proposed Federal Aid Highway - Hawthorne Lane dated July/August 2006, prepared by Christopher B. Burke Engineering, Ltd.

PROJECT LOCATION: Hawthorne Lane between Arbor Avenue and Powis Road in the City of West Chicago, DuPage County, Illinois. (Sections 3, 4, 5 and 33, Township 39 & 40 North, Range 10 East)

GENERAL CONDITIONS: The above described work is authorized under the terms, conditions and requirements of Regional Permits 3 and 7 and shall follow the **General Conditions** outlined in the Regional Permit Program dated January 1, 2005.

SPECIAL CONDITIONS: To ensure that the activity has minimal individual and cumulative impacts, the following special conditions are required:

1. This authorization is based on the materials submitted as part of application number LRC-2006-1098. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.
2. The time limit for completing the authorized work ends three years from date of issuance. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office at least two months before the above date is reached.
3. You shall comply with the water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency for the project.
4. You shall undertake and complete the project as described in the plans entitled **Plans for Proposed Federal Aid Highway - Hawthorne Lane** dated July/August 2006, prepared by Christopher B. Burke Engineering, Ltd. and, including all relevant documentation to the project plans as proposed.
5. You shall prepare and submit a soil erosion and sediment control plan for the work area to the Kane/DuPage Soil and Water Conservation District (SWCD) for review. You shall provide soil erosion and sediment control protection to all waters of the United States, including wetlands (preserved areas, farmed wetlands, etc.) at the work site prior to commencement of construction activities. Work authorized herein may not commence until you provide evidence to this office that the Kane/DuPage SWCD has determined that your plans meets technical standards.
6. Throughout the duration of construction activities, you shall adhere to all soil erosion and sediment control measures determined to meet technical standards by the Kane/DuPage SWCD. Work authorized herein may not commence until you provide evidence to this office that the Kane/DuPage SWCD has determined that your plans meets technical standards.
7. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction. Notification must also include:

- a. evidence of SWCD review;

You may not commence work authorized herein until all of the above items have been received by this office.

8. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization. A copy of this authorization must be present at the project site during all phases of construction.

9. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.

10. You shall ensure that any wetland areas created or preserved as mitigation for work authorized by this permit shall not be made subject to any future construction and/or fill activities, except for the purposes of enhancing or restoring the mitigation area associated with this permit. All plans are to be approved by this office prior to commencement of any work.

11. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

OTHER INFORMATION:

1. This office has authority to determine if an activity complies with the terms and conditions of the Regional Permit Program (RPP).

2. Limits of RPP authorization:

a. This authorization does not obviate the need to obtain other federal, state, or local authorizations required by law.

b. This authorization does not grant any property rights or exclusive privileges.

c. This authorization does not authorize any injury to the property or rights of others.

d. This authorization does not permit interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the authorized project or uses thereof as a result of other authorized activities or from natural causes.

b. Damages to the authorized project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by this authorized activity.

d. Design or construction deficiencies associated with the authorized work.

e. Damage claims associated with any future modifications, suspension, or revocation of this authorization.

4. Reliance on Applicant's Data. The determination by the issuing office that this activity complies with the terms and conditions of the RPP was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. In addition, this office may reevaluate the determination that the project qualifies under a RPP. Circumstances that could require a reevaluation include, but are not limited to, the following:

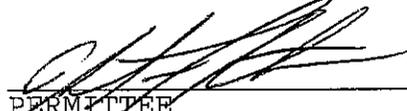
a. You fail to comply with the terms and conditions of this authorization.

b. The information provided by you in support of your application proves to have been false, incomplete or inaccurate (see 4 above).

c. Significant new information surfaces which was not considered in reaching the original interest decision.

Such a reevaluation may result in a determination that it is appropriate to suspend, modify or revoke your authorization.

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

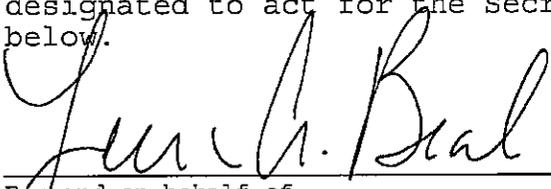


1-12-07
DATE

PERMITTEE
City of West Chicago
Attention: Rob Flatter
475 Main Street
West Chicago, Illinois 60185

LRC-2006-1098
Corps Authorization Number

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.



1/19/07
DATE

For and on behalf of
John Drolet
Colonel, U.S. Army
District Commander

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

TRANSFEEEE

DATE

ADDRESS

TELEPHONE

ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OFFICE OF WATER RESOURCES
2050 WEST STEARNS ROAD
BARTLETT, IL 60103



Illinois Department of Natural Resources

Rod R. Blagojevich, Governor

Sam Flood, Acting Director

January 18, 2007

Subject: Application No. 2007007
Applicant: City of West Chicago
Project: Hawthorne Lane Improvements
Watercourse: Kress Creek
Community: City of West Chicago

Rob Flatter
City of West Chicago
475 Main Street
West Chicago, IL 60185

Dear Mr. Flatter:

Thank you for your August 16, 2006 application for permit for the above-referenced project. According to the application, the project involves constructing improvements to Hawthorne Lane between Arbor Avenue and Powis Road. The site is in Sections 3, 4, 5, and 33, Townships 39 and 40 North, Range 10 East of the Third Principal Meridian in DuPage County.

On April 11, 1997, the Illinois Department of Natural Resources, Office of Water Resources (IDNR/OWR) delegated its floodway permitting authority for certain construction activities to the DuPage County Department of Economic Development and Planning (EDP). By copy of this letter, we are informing EDP of your project and that we are delegating the permit review to them. Further review by IDNR/OWR is not necessary provided you receive a EDP permit or certification.

If you have any questions regarding this letter, please contact Bill Boyd of my staff at 847/608-3100 x-2025. You may also want to contact Clayton Heffter of EDP at 630/407-6700.

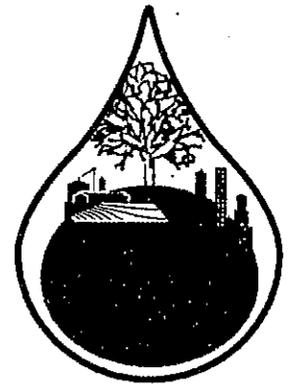
Sincerely,


Gary W. Jereb, P.E., Chief
Northeastern Illinois Regulatory Programs

GJ/WB

cc: Clayton Heffter, DuPage County EDP
Gerald Robinson, Christopher B. Burke Engineering, Ltd.
Scott Marquardt, City of West Chicago

Kane - DuPage Soil & Water Conservation District



November 6, 2006

Bryan Luke, P.E.
Christopher Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60018

Dear Bryan:

I received your revised soil erosion and sedimentation control plan submittal for the Hawthorn Lane reconstruction project located in DuPage County, Illinois. Thank you for incorporating our comments into the plan, it will improve the quality of protection for the natural resources, both on and off site. Please note while Kane DuPage SWCD is stamping approval, the IDOT Highway Standards do not match those in the Illinois Urban Manual and if need, be changes will be requested to provide adequate soil erosion and sediment control onsite.

This letter and a set of stamped plans located at the construction office on site, will serve to certify that the erosion and sediment control plans meet Technical Standards.

I will visit the site several times during the course of construction to assess compliance with the specifications and will be glad to address specific issues that may arise during the course of construction.

Sincerely,

A handwritten signature in cursive script that reads "Stasi McCrory".

Stasi McCrory
Resource Analyst
Kane-DuPage Soil and Water Conservation District

CC: Kim Fisher – Army Corp. of Engineers



2315 Dean Street • Suite 100 St. Charles, Illinois 60175 630 / 584-7961 Ext. 3 Fax: 630 / 584-9534
www.kanedupageswcd.org

All programs and services of the Kane-DuPage SWCD are offered on a nondiscriminatory basis, without regard to race, color, national origin, religion, sex, age, marital status, or handicap.

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

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

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

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

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

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

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

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

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

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

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

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

CEMENT (BDE)

Effective: January 1, 2007

Revise Section 1001 of the Standard Specifications to read:

"SECTION 1001. CEMENT

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

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

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

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

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

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

For cast-in-place construction, portland-pozzolan cements shall only be used from April 1 to October 15.

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

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

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

For cast-in-place construction, portland blast-furnace slag cements shall only be used from April 1 to October 15.

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
- (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
 - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
 - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
 - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.
 - (5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The

chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al_2O_3), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO_3), maximum 1 percent loss on ignition, and maximum 3.5 percent insoluble residue.

1001.02 Uniformity of Color. Cement contained in single loads or in shipments of several loads to the same project shall not have visible differences in color.

1001.03 Mixing Brands and Types. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall not be mixed or used alternately in the same item of construction unless approved by the Engineer.

1001.04 Storage. Cement shall be stored and protected against damage, such as dampness which may cause partial set or hardened lumps. Different brands or different types of cement from the same manufacturing plant, or the same brand or type from different plants shall be kept separate."

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 1, 2007

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of

DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 18 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven working days after the date of letting. To meet the seven day requirement, the bidder may send the Plan by certified mail or delivery service within the seven working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the

project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to

count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show

that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the

ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of

Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

find another DBE to substitute for the terminated DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

ERRATA FOR THE 2007 STANDARD SPECIFICATIONS (BDE)

Effective: January 1, 2007

- Page 60 Article 109.07(a). In the second line of the first paragraph change "amount" to "quantity".
- Page 207 Article 406.14. In the second line of the second paragraph change "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS, of the mixture composition specified;" to "MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS;"
- Page 398 Article 540.07(b). Add the following two paragraphs after the third paragraph:
"Excavation in rock will be measured for payment according to Article 502.12.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be measured for payment according to Article 202.07."
- Page 398 Article 540.08. Add the following two paragraphs after the fifth paragraph:
"Excavation in rock will be paid for according to Article 502.13.
Removal and disposal of unstable and/or unsuitable material below plan bedding grade will be paid for according to Article 202.08."
- Page 465 Article 551.06. In the second line of the first paragraph change "or" to "and/or".
- Page 585 Article 701.19(a). Add "701400" to the second line of the first paragraph.
- Page 586 Article 701.19(c). Delete "701400" from the second line of the first paragraph.
- Page 586 Article 701.19. Add the following subparagraph to this Article:
"(f) Removal of existing pavement markings and raised reflective pavement markers will be measured for payment according to Article 783.05."
- Page 587 Article 701.20(b). Delete "TRAFFIC CONTROL AND PROTECTION 701400;" from the first paragraph.
- Page 588 Article 701.20. Add the following subparagraph to this Article.
"(j) Removal of existing pavement markings and raised reflective pavement markers will be paid for according to Article 783.06."
- Page 762 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria, add to the minimum cement factor for Class PC Concrete "5.65 (TY III)", and add to the maximum cement factor for Class PC Concrete "7.05 (TY III)".

- Page 765 Article 1020.04. In Table 1 Classes of Portland Cement Concrete and Mix Design Criteria (metric), add to the minimum cement factor for Class PC Concrete "335 (TY III)", and add to the maximum cement factor for Class PC Concrete "418 (TY III)".
- Page 809 Article 1030.05. Revise the subparagraph "(a) Quality Assurance by the Engineer." to read "(e) Quality Assurance by the Engineer."
- Page 946 Article 1080.03(a)(1). In the third line of the first paragraph revise "(300 μm)" to "(600 μm)".
- Page 963 Article 1083.02(b). In the second line of the first paragraph revise "ASTM D 4894" to "ASTM D 4895".
- Page 1076 In the Index of Pay Items delete the pay item "BITUMINOUS SURFACE REMOVAL – BUTT JOINT".
- Page 1081 In the Index of Pay Items add "Section 406, HOT-MIX ASPHALT SURFACE REMOVAL – BUTT JOINT, Page 207".

80168

HOT-MIX ASPHALT EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

Revised: January 1, 2007

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

“The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work.”

80142

IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003
Revised: January 1, 2007

Description. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item	Article/Section
(a) Fine Aggregate (Note 1).....	1003.01
(b) Steel Posts, Structural Shapes, and Plates	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates.....	1006.25
(d) Bolts, Nuts, Washers and Hardware	1006.25
(e) Hollow Structural Tubing	1006.27(b)
(f) Wood Posts and Wood Blockouts.....	1007.01, 1007.02, 1007.06
(g) Preservative Treatment.....	1007.12
(h) Packaged Rapid Hardening Mortar	1018.01

Note 1. Fine aggregate shall be FA 1 or FA 2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

Markings. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

Removal. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, WIDE); IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE, RESETTABLE); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, NARROW); IMPACT ATTENUATORS, TEMPORARY (SEVERE USE, WIDE); or IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE) of the test level specified.

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

80110

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

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

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

“253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor.”

Revise Article 253.16 of the Standard Specifications to read:

“253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants.”

Revise Article 253.17 of the Standard Specifications to read:

“253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid.”

80148

PRECAST CONCRETE HANDLING HOLES (BDE)

Effective: January 1, 2007

Add the following to Article 540.02 of the Standard Specifications:

“(g) Handling Hole Plugs..... 1042.16”

Add the following paragraph after the sixth paragraph of Article 540.06 of the Standard Specifications:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar, or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Article 542.02 of the Standard Specifications:

“(ee) Handling Hole Plugs 1042.16”

Revise the fifth paragraph of Article 542.04(d) of the Standard Specifications to read:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 550.02 of the Standard Specifications:

“(o) Handling Hole Plugs..... 1042.16”

Replace the fourth sentence of the fifth paragraph of Article 550.06 of the Standard Specifications with the following:

“Handling holes in concrete pipe shall be filled with a precast concrete plug and sealed with mastic or mortar; or filled with a polyethylene plug. The plug shall not project beyond the inside surface after installation.”

Add the following to Article 602.02 of the Standard Specifications:

“(p) Handling Hole Plugs..... 1042.16(a)”

Replace the fifth sentence of the first paragraph of Article 602.07 of the Standard Specifications with the following:

“Handling holes shall be filled with a precast concrete plug and sealed with mastic or mortar. The plug shall not project beyond the inside surface after installation. When metal lifting inserts are used, their sockets shall be filled with mastic or mortar.”

Add the following to Section 1042 of the Standard Specifications:

“**1042.16 Handling Hole Plugs.** Plugs for handling holes in precast concrete products shall be as follows.

- (a) **Precast Concrete Plug.** The precast concrete plug shall have a tapered shape and shall have a minimum compressive strength of 3000 psi (20,700 kPa) at 28 days.
- (b) **Polyethylene Plug.** The polyethylene plug shall have a “mushroom” shape with a flat round top and a stem with three different size ribs. The plug shall fit snugly and cover the handling hole.

The plug shall be according to the following.

Mechanical Properties	Test Method	Value (min.)
Flexural Modulus	ASTM D 790	3300 psi (22,750 kPa)
Tensile Strength (Break)	ASTM D 638	1600 psi (11,030 kPa)
Tensile Strength (Yield)	ASTM D 638	1200 psi (8270 kPa)

Thermal Properties	Test Method	Value (min.)
Brittle Temperature	ASTM D 746	-49 °F (-45 °C)
Vicat Softening Point	ASTM D 1525	194 °F (90 °C)”

80171

RAILROAD PROTECTIVE LIABILITY INSURANCE (BDE)

Effective: December 1, 1986

Revised: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Elgin, Joliet and Eastern Railway Co. 1 North Buchanan St. Gary, IN 46402	0	12 @ 45 mph
DOT/AAR No.: 260 538K RR Division: Joliet	RR Mile Post: 30.24 RR Sub-Division: Western Sub	
For Freight/Passenger Information Contact: Ray Baker For Insurance Information Contact: Ray Baker		Phone: (219) 883-4307 Phone: (815) 883-4307

DOT/AAR No.:
RR Division:

RR Mile Post:
RR Sub-Division:

For Freight/Passenger Information Contact:
For Insurance Information Contact:

Phone:
Phone:

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

34261

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10) (BDE)

Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
Union Pacific Railroad Company 1400 Douglas Street, MS 1690 Omaha, NE 68179-1690	0	2 @ 40 mph
DOT/AAR No.: 174 532J RR Division: Northern	RR Mile Post: 31.51 RR Sub-Division: Belvidere	
For Freight/Passenger Information Contact: Gary Wilwerding For Insurance Information Contact: Gary Wilwerding		Phone: 708-649-5210 Phone: 708-649-5210

Union Pacific Railroad Company 1400 Douglas Street, MS 1690 Omaha, NE 68179-1690	0	1 Year @ 5-20 mph
DOT/AAR No.: 175 891D RR Division: Northern	RR Mile Post: 31.58 RR Sub-Division: Belvidere	
For Freight/Passenger Information Contact: Gary Wilwerding For Insurance Information Contact: Gary Wilwerding		Phone: 708-649-5210 Phone: 708-649-5210

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

80157

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)

Effective: January 1, 2007

Revised: January 2, 2007

In Article 1030.02(g), delete the last sentence of the first paragraph in (Note 2).

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT

1031.01 Description. Reclaimed asphalt pavement (RAP) is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

- (a) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures and represent:
1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (b) Conglomerate 5/8. Conglomerate 5/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 5/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate 5/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (c) Conglomerate 3/8. Conglomerate 3/8 RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least B quality. This RAP may have an

inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate 3/8 RAP shall be processed prior to testing by crushing to where all RAP shall pass the 3/8 in. (9.5 mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, Superpave (High or Low ESAL), HMA (High or Low ESAL), or equivalent mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

1031.03 Testing. When used in HMA, the RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

(a) Testing Conglomerate 3/8. In addition to the requirements above, conglomerate 3/8 RAP shall be tested for maximum theoretical specific gravity (G_{mm}) at a frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

- (b) Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm} . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % ^{1/}	± 0.5 %
G_{mm}	± 0.02 % ^{2/}	

1/ The tolerance for conglomerate 3/8 shall be ± 0.3 %.

2/ Applies only to conglomerate 3/8. When variation of the G_{mm} exceeds the ± 0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.

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

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

1031.04 Quality Designation of Aggregate in RAP. The quality of the RAP shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

- (a) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) surface mixtures are designated as containing Class B quality coarse aggregate.
- (b) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder and IL-9.5L surface mixtures are designated as Class D quality coarse aggregate.
- (c) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(d) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

1031.05 Use of RAP in HMA. The use of RAP in HMA shall be as follows.

- (a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.
- (c) Use in HMA Surface Mixtures (High and Low ESAL). RAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be either homogeneous or conglomerate 3/8, in which the coarse aggregate is Class B quality or better.
- (d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be homogeneous, conglomerate 5/8, or conglomerate 3/8, in which the coarse aggregate is Class C quality or better.
- (e) Use in Shoulders and Subbase. RAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be homogeneous, conglomerate 5/8, conglomerate 3/8, or conglomerate DQ.
- (f) The use of RAP shall be a contractor's option when constructing HMA in all contracts. When the contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table for a given N Design.

Max RAP Percentage

SUPERPAVE MIXTURES ^{1/, 3/}	MAXIMUM % RAP			
	Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10	10
50	25	15	10	10
70	15 / 25 ^{2/}	10 / 15 ^{2/}	10	10
90	10	10	10	10
105	10	10	10	10

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

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

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

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

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

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

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

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

HMA plants utilizing RAP shall be capable of automatically recording and printing the mixture proportions and asphalt binder content. The asphalt binder content as a percentage of the total mix shall be printed as well as the individual percentages of virgin asphalt binder and residual asphalt binder from the RAP.

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

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

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

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

“(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, “Reinforcement Bar and Dowel Bar Plant Certification Procedure”. The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706 (A 706M), Grade 60 (420) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706 (A 706M). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284 (M 284M) and the following.
- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
 - b. Coating Thickness. The thickness of the epoxy coating shall be 7 to 12 mils (0.18 to 0.30 mm). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 7 to 20 mils (0.18 to 0.50 mm).
 - c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 0.5 in. (13 mm) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	lb/acre (kg/hectare)
2 Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Creeping Red Fescue Red Top	100 (110) 50 (55) 40 (50) 10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	60 (70) 20 (20) 30 (20) 30 (20) 60 (70)"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard	Purity	Pure	Weed	Secondary *	
	Seed		Live		Noxious Weeds	Notes
	%	%	Seed %	%	No. per oz (kg)	
	Max.	Min.	Min.	Max.	Max. Permitted	
Alfalfa	20	92	89	0.50	6 (211)	1/
Clover, Alsike	15	92	87	0.30	6 (211)	2/
Audubon Red Fescue	0	97	82	0.10	3 (105)	-
Fescue, Creeping Red	-	97	82	1.00	6 (211)	-
Fescue, Inferno Tall	0	98	83	0.10	2 (70)	-
Fescue, Tarheel II Tall	-	97	82	1.00	6 (211)	-
Fescue, Quest Tall	0	98	83	0.10	2 (70)	-
Fults Salt Grass	0	98	85	0.10	2 (70)	-
Kentucky Bluegrass	-	97	80	0.30	7 (247)	4/
Oats	-	92	88	0.50	2 (70)	3/
Redtop	-	90	78	1.80	5 (175)	3/
Ryegrass, Perennial, Annual	-	97	85	0.30	5 (175)	3/
Rye, Grain, Winter	-	92	83	0.50	2 (70)	3/
Rescue 911 Hard Fescue	0	97	82	0.10	3 (105)	-
Timothy	-	92	84	0.50	5 (175)	3/
Wheat, hard Red Winter	-	92	89	0.50	2 (70)	3/

Revise the first sentence of the first paragraph of Article 1081.04(c)(7) of the Standard Specifications to read:

"The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed."

80131

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS, DS, and SI concrete.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply, except as follows:

- (a) The cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 1.0 in. (25 mm) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall consider the fluid nature of the concrete for designing the falsework and forms. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidation shall be according to Article 503.07 of the Standard Specifications, except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the seventh, eighth, ninth, and tenth paragraphs of Article 503.07 of the Standard Specifications.

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 1.5 in. (40 mm) for slump flow and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 1.5 in. (40 mm) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: January 1, 2007

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to Section 1021 of the Standard Specifications.

Mix Design Criteria. The mix design criteria shall be as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications. If the maximum cement factor is not specified, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).
- (b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.
- (c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.
- (d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (e) The slump flow range shall be ± 2 in. (± 50 mm) of the Contractor target value, and within the overall Department range of 20 in. (510 mm) minimum to 28 in. (710 mm) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 4 in. (100 mm). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revised: January 1, 2007

Revise the second sentence of the first paragraph of Article 280.04(a) of the Standard Specifications to read:

“Temporary ditch checks shall be constructed with rolled excelsior, products from the Department’s approved list, or with aggregate when specified.”

Revise Article 1081.15(f) of the Standard Specifications to read:

“(f) Rolled Excelsior. Rolled excelsior shall consist of an excelsior fiber filling totally encased inside netting and sealed with metal clips or knotted at the ends. Each roll shall be a minimum of 20 in. (500 mm) in diameter and a minimum of 10 ft (3 m) in length. Each 10 ft (3 m) roll shall have a minimum weight (mass) of 30 lbs (13.6 kg). The excelsior fiber filling shall be weed free. At least 80 percent of the fibers shall be a minimum of 6 in. (150 mm) in length. The fiber density shall be a minimum of 1.38 lb/cu ft (22 kg/cu m). The netting shall be composed of a polyester or polypropylene material which retains 70 percent of its strength after 500 hours of exposure to sunlight. The maximum opening of the net shall be 1 x 1 in. (25 x 25 mm).”

80087

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 3. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **180** working days.

80071

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

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall, upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
- (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

“Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.