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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or <u>Timothy.Garman@illinois.gov.</u>

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

Proposal Submitted By

68

Name

Address

City

Letting September 19, 2008

NOTICE TO PROSPECTIVE BIDDERS

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

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



Springfield, Illinois 62764

Contract No. 63060 COOK County Section 05-P4096-00-PK Route SPRING ROCK PARK Project ACHPP-HPP-3466(001) District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

A Cashier's Check or a Certified Check is included

Prepared by

Checked by (Printed by authority of the State of Illinois)

F

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

INSTRUCTIONS

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

WHO CAN BID?: Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction. To request authorization, a potential bidder <u>must complete and submit</u> 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**, they should contact the Central Bureau of Construction in advance of the letting date.

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of ______

Taxpayer Identification Number (Mandatory)

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

Contract No. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK District 1 Construction Funds

Improvements consists of the removal and replacement of the existing asphalt parking lot, pathways and sidewalks, combination curb and gutter, an enclosed drainage system, lighting and landscape restoration, located in Spring Rock Park in the Village of Western Springs.

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.

BD 353A (Rev. 12/2005)

- 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:

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

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

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

The amount of the proposal guaranty check is ______\$(). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of 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.

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

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

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

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

Schedule of Combination Bids

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

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

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

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

#### D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

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

#### E. Inducements

1. The Illinois Procurement Code provides:

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

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

#### F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

#### G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

#### H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

#### I. Insider Information

1. The Illinois Procurement Act provides:

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

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

#### **III. CERTIFICATIONS**

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

#### B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

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

(d) Certification. Every bid submitted to and contract executed by the State shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

#### C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

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

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

1. Section 33E-11 of the Criminal Code of 1961 provides:

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

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

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

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit 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, Section 50-60(c), provides:

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

#### I. Addenda

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

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

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

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

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

# **NA - FEDERAL**

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

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

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

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

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

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

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

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

# TO BE RETURNED WITH BID

#### **IV. DISCLOSURES**

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

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

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

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

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

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

#### C. Disclosure Form Instructions

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

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may check the following certification statement indicating that the information previously submitted by the bidder is, as of the date of submission, current and accurate. Before checking this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder checks the Certification, the Bidder should proceed to Form B instructions.

# **CERTIFICATION STATEMENT**

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

 (Bidding Company)	
Signature of Authorized Representative	Date

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

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

- 1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ____ NO
- 2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$102,600.00? YES <u>NO</u>
- Does anyone in your organization receive more than \$102,600.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.) YES ____ NO ___
- 4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than \$102,600.00? YES ____ NO ___

(Note: Only one set of forms needs to be completed <u>per person per bid</u> 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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

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

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

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

#### D. Bidders Submitting More Than One Bid

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

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

# **RETURN WITH BID/OFFER**

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Yes <u>No</u>

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

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

# DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than \$102,600.00 (60% of the Governor's salary as of 7/1/07). (Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)

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

**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.

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 ___
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name the State agency for which you are employed and your annual salary.

# **RETURN WITH BID/OFFER**

- If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ____ No ___
- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor? Yes ____ No ___
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes ____No ___
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the salary of the Governor as of 7/1/07) are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of the salary of the Governor? Yes ____ No ___
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$102,600.00, (60% of the Governor's salary as of 7/1/07) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

(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.

(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 statues 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 <u>No</u>

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

# **RETURN WITH BID/OFFER**

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____No ___
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No ___
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes No ____

# APPLICABLE STATEMENT

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

Completed by:

Signature of Individual or Authorized Representative

Date

# NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative

Date

# 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)
Diadaguna of the information contained in this		

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

# DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes No If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

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

# THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date
	240

# SPECIAL NOTICE TO CONTRACTORS

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

# **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

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



# Contract No. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK District 1 Construction Funds

## PART I. IDENTIFICATION

Dept. Human Rights # _____

Duration of Project:

Name of Bidder:

### PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract								CURRENT EMPLOYEES TO BE ASSIGNED										
				MIN	ORITY I	EMPLO	YEES			TR	AINEES	;	TO CONTRACT					
JOB		TAL					-	HER	APPI			HE JOB			DTAL		MINC	
CATEGORIES		DYEES		ACK	HISP			IOR.	TIC						OYEES		EMPLO	
	М	F	М	F	М	F	М	F	М	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
	TAE	BLE C									Г				IENT USE			
	OTAL Tra	aining Pro	ojectio	n for C	ontract							FOF			IENT USE		NLY	
EMPLOYEES		TAL						THER										
IN		OYEES		ACK	HISP		MI	NOR.										
TRAINING	М	F	Μ	F	М	F	Μ	F	_									
APPRENTICES																		
ON THE JOB									1									
TRAINEES																		

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

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

BC 1256 (Rev. 12/11/08)

Contract No. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK 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 _____

Address

# NOTICE REGARDING SIGNATURE

	ignature on the Proposal Signature Sheet will co only if revisions are required.	nstitute the signing of this forr	n. The following signature block needs to
Signature:		Title:	Date:
Instructions:	All tables must include subcontractor personnel in add	dition to prime contractor personn	el.
Table A -	Include both the number of employees that would b (Table B) that will be allocated to contract work, and should include all employees including all minorities, a	include all apprentices and on-th	e-job trainees. The "Total Employees" column

- 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.

BC-1256 (Rev. 12/11/08)

Telephone Number

# ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY</u>:
  - 1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____
  - 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 _____

# Contract No. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK 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.

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
_		
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		orginatare of Admonized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)		
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Ducing of Ashirt	Ĵ
	Business Address	
If more than two parties are in the joint venture, p	lease attach an addit	ional signature sheet.



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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

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

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

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

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

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

their respective officers this	day of		A.D.,	
PRINCIPAL				
(Company Na	ame)		(Company Name)	
By:		By:		
(Signatu	re & Title)		(Signature of Attorney-in-Fact)	
Notary Certification for Principal and STATE OF ILLINOIS, County of	d Surety			
l,		, a Notary Publi	c in and for said County, do hereby certify that	
		and		
	(Insert names of individuals	signing on behalf of PRIN	CIPAL & SURETY)	
	this day in person and ackno		ed to the foregoing instrument on behalf of PRINCIP t they signed and delivered said instrument as their fr	
Given under my hand and not	arial seal this	day of	A.D.	
My commission expires				
-			Notary Public	
	Signature and Title line below	w, the Principal is ensurin	an Electronic Bid Bond. By signing the proposal a g the identified electronic bid bond has been execut of the bid bond as shown above.	
Electronic Bid Bond ID#	Company / Bidder N	lame	Signature and Title	
			BDE 356B (REV. 10/27/07	

# PROPOSAL ENVELOPE



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

lame:	
ddress:	
hone 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. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK District 1 Construction Funds





# **NOTICE TO BIDDERS**

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

Contract No. 63060 COOK County Section 05-P4096-00-PK Project ACHPP-HPP-3466(001) Route SPRING ROCK PARK District 1 Construction Funds

Improvements consists of the removal and replacement of the existing asphalt parking lot, pathways and sidewalks, combination curb and gutter, an enclosed drainage system, lighting and landscape restoration, located in Spring Rock Park in the Village of Western Springs.

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

By Order of the Illinois Department of Transportation

Milton R. Sees, Secretary

BD 351 (Rev. 01/2003)

#### INDEX FOR

# SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

## Adopted January 1, 2008

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

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

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### **RECURRING SPECIAL PROVISIONS**

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

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LR SD 12			Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD 13			Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 102			Protests on Local Lettings	Jan. 1, 2007	
LR 105	90	Х	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2			Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-3			Disadvantaged Business Enterprise Participation	Jan. 1, 2007	
LR 107-4	93	X	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108			Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 212			Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1			Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2			Asphalt Stabilized Base Course, Plant Mix	Feb. 2, 1963	Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2008	
LR 400-2			Bituminous Surface Mixture (Class B)	Jan. 1, 2008	
LR 400-3			Pavement Rehabilitation by the Heat-Scarify-Overlay Method	Jan. 1, 2008	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451			Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1			Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542			Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663			Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702			Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1004			Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1013			Rock Salt (Sodium Chloride)	Aug. 1, 1969	Jan. 1, 2002
LR 1032-1			Penetrating Emulsions	Jan. 1, 2007	Feb. 1, 2007
LR 1032-2			Multigrade Cold Mix Asphal	Jan. 1, 2007	Feb. 1, 2007
LR 1102			Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

# BDE SPECIAL PROVISIONS For the August 1 and September 19, 2008 Lettings

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

File Name	<u>Pg#</u>		Special Provision Title	Effective	<u>Revised</u>
80099			Accessible Pedestrian Signals (APS)	April-1, 2003	Jan. 1, 2007
80186	94	X	Alkali-Silica Reaction for Cast-in-Place Concrete	Aug. 1, 2007	
80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541			Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt	June 1, 1989	Jan. 2, 2007
			Surface Removal	·	
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173	97	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 2, 2007
5026I	0,	<u> </u>	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	100	x	Cement	Jan. 1, 2007	Nov. 1, 2007
80198	103	x	Completion Date (via calendar days)	April 1, 2008	
80199	100	<u>⊢^</u> _	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80193			Concrete Barrier	Jan. 1, 2008	
80193			Digital Terrain Modeling for Earthwork Calculations	April 1, 2007	
80029	104	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2007	Jan. 1, 2007
80029	104	<u> </u>	Dowel Bars	April 1, 2007	Jan. 1, 2007
			Electrical Service Installation – Traffic Signals	Jan. 1, 2007	Jan. 1, 2000
80167				April 1, 2007	Aug 1 0000
* 80179			Engineer's Field Office Type A		Aug. 1, 2008
* 80205			Engineer's Field Office Type B	Aug. 1, 2008	
80175			Epoxy Pavement Markings	Jan. 1, 2007	lon 0.0000
80189	112	X	Equipment Rental Rates	Aug. 2, 2007	Jan. 2, 2008
80180	114	X	Erosion and Sediment Control Deficiency Deduction	April 1, 2007	
80169		<b></b>	High Tension Cable Median Barrier	Jan. 1, 2007	
80194			HMA – Hauling on Partially Completed Full-Depth Pavement	Jan. 1, 2008	
80181	115	X	Hot-Mix Asphalt – Field Voids in the Mineral Aggregate	April 1, 2007	April 1, 2008
80201	117	X	Hot Mix Asphalt – Plant Test Frequency	April 1, 2008	
80202	119	X	Hot Mix Asphalt - Transportation	April 1, 2008	
80136			Hot-Mix Asphalt Mixture IL-4.75	Nov. 1, 2004	Jan. 1, 2008
80195			Hot-Mix Asphalt Mixture IL-9.5L	Jan. 1, 2008	
80109			Impact Attenuators	Nov. 1, 2003	Jan. 1, 2007
80110			Impact Attenuators, Temporary	Nov. 1, 2003	Jan. 1, 2007
80196			Mast Arm Assembly and Pole	Jan. 1, 2008	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2007
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2007
80082			Multilane Pavement Patching	Nov. 1, 2002	
80129			Notched Wedge Longitudinal Joint	July 1, 2004	Jan. 1, 2007
80182			Notification of Reduced Width	April 1, 2007	
80069			Organic Zinc-Rich Paint System	Nov. 1, 2001	Jan. 1, 2008
80022	120	Х	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	Jan. 1, 2007
80119			Polyurea Pavement Marking	April 1, 2004	Jan. 1, 2007
80170	122	X	Portland Cement Concrete Plants	Jan. 1, 2007	
80171	124	X	Precast Handling Holes	Jan. 1, 2007	
80015		<u> </u>	Public Convenience and Safety	Jan. 1, 2000	
00010		L		, ,	

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File Name	<u>Pg#</u>	<b></b>	Special Provision Title	<u>Effective</u> Dec. 1, 1986	Revised
34261			Railroad Protective Liability Insurance	•	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	Aug 1 0007
80172	400		Reclaimed Asphalt Pavement (RAP)	Jan. 1, 2007	Aug. 1, 2007
80183	126	X	Reflective Sheeting on Channelizing Devices	April 1, 2007	lan 0.0000
80151			Reinforcement Bars	Nov. 1, 2005	Jan. 2, 2008
* 80206		ļ	Reinforcement Bars – Storage and Protection	Aug. 1, 2008	lan 1 0007
80164	100		Removal and Disposal of Regulated Substances	Aug. 1, 2006	Jan. 1, 2007
80184	126	X	Retroreflective Sheeting, Nonreflective Sheeting, and Translucent	April 1, 2007	
00101	a 107	x	Overlay Film for Highway Signs	July 1, 2004	Aug. 1, 2007
80131	127 129		Seeding	Nov. 1, 2004	Jan. 1, 2007
80152 80132	129	X	Self-Consolidating Concrete for Cast-In-Place Construction Self-Consolidating Concrete for Precast Products	July 1, 2005	Jan. 1, 2007
	134		Silt Filter Fence	Jan. 1, 2004	Jan. 1, 2007
80197	130	<u>x</u>	4	April 2, 2008	April 1 2007
80127			Steel Cost Adjustment Steel Inserts and Brackets Cast into Concrete	•	April 1, 2007
80203			-	April 1, 2008	Aug 1 2007
80153	107	V	Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2007
80191	137	X		Nov. 1, 2007	
80143	138	X		April 2, 2005	lan 1 0007
80075	400		Surface Testing of Pavements	April 1, 2002	Jan. 1, 2007
80087	139	Х	Temporary Erosion Control	Nov. 1, 2002	Jan. 1, 2008
80176			Thermoplastic Pavement Markings	Jan. 1, 2007	lon 1 0007
80161			Traffic Signal Grounding	April 1, 2006	Jan. 1, 2007
20338			Training Special Provisions	Oct. 15, 1975	
80185			Type ZZ Retroreflective Sheeting, Nonreflective Sheeting, and	April 1, 2007	
80162			Translucent Overlay Film for Highway Signs	April 1, 2006	Jan. 1, 2007
			Uninterruptable Power Supply (UPS) Variable Spaced Tining	Aug. 1, 2005	Jan. 1, 2007
80149			Water Blaster with Vacuum Recovery	<b>–</b> ·	
80163				April 1, 2006 Jan. 1, 2002	Jan. 1, 2007
80071			Working Days Woven Wire Fence	April 1, 2002	
80204				April 1, 2006	

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

### 80187 Legal Requirements to be Observed

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

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

File Name	Special Provision Title	New Location	Effective	<u>Revised</u>
80168 E	rrata for the 2007 Standard Specifications	Supplemental	Jan. 1, 2007	Aug.1, 2007
80142 H	lot-Mix Asphalt Equipment, Spreading and Finishing	Article 1102.3	Jan. 1, 2005	Jan. 1, 2007
M	lachine			
80148 Pl	lanting Woody Plants	Section 253	Jan. 1, 2006	
80160 R	eflective Crack Control Treatment	Section 443, Article 1062.04	April 1, 2006	Jan. 1, 2007
80154 Tu	urf Reinforcement Mat	Section 251	Nov. 1. 2005	Jan. 1, 2007

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# SPRING ROCK PARK STATE OF ILLINOIS SPECIAL PROVISIONS

The-following-Special-Provisions-supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2007 (hereinafter referred to as the Standard Specifications): the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as MFT Section Number 05-P-4096-00-PK, Project Number, Western Springs Park District and in case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and govern.

#### LOCATION OF PROJECT

Spring Rock Park Between I-294 and Central Avenue and Between 47th Street and Burlington Avenue. Western Springs, Illinois Cook County Illinois 1535 Ft of Parking Lot Improvements

# DESCRIPTION OF PROJECT

Improvements shall consist of removal and replacement of existing asphalt parking lot, pathways, and sidewalks. The entire property area is approximately 40 acres, however, the project areas are only specific to what is described within the plan documents. Some additional improvements include drainage ditch improvements in the northwest corner of the property, and an additional storm sewer to be added to drain the northwesterly ditch.

The work includes earth excavation, pavement removal, hot-mix asphalt pavement, combination concrete curb and gutter, an enclosed drainage system, lighting, as well as pavement marking, signing, landscape restoration, and all incidental and collateral work necessary to complete the project as shown on the plans and as described within the project specifications.

#### TRAFFIC CONTROL PLAN

Traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, the Suplemental Specifications, the Special Provisions, and an special details and highway standards contained herein and in the plans.

This plan shall conform to Highway Standard 701701 for traffic control and protection.

Limitations of Construction. The Contractor shall coordinate the items of work in order to keep hazards and traffic inconveniences to a minimum, as specified below.

- 1. Traffic-shall-not-be-disturbed-during-the-construction_activities_at_Spring_Rock_ Park
- 2. Traffic Control measures shall be implemented at the entrance to the East Parking lot along Central Avenue during construction of the butt joint only.
- 3. Construction traffic shall be kept to a minimum.
- 4. Contractor shall have responsibility for all Traffic Control Devices throughout the entire project. Any additional work or materials shall be considered included in the contract unit price for the traffic control described herein.

Central Avenue, 47th Street and Burlington Avenue shall all remain open during the construction of this project.

Standards: 701701-05, 701901

<u>Details: TC-10</u> – Traffic Control and Protection for Side Roads, Intersections, and Driveways,

TC-13 - District One Typical Pavement Markings

Special Provisions: Maintenance of Roadways

Work Zone Traffic Control

Flaggers in Work Zone

The Contractor shall contact the District One Bureau of Traffic at least 72 hours inadvance of begging work.

No lane closures will be permitted without flagger protection as defined in article 701.13 and modified in LRS4, which revises the last paragraph to read "Flaggers are required only when workers are present.

Traffic Control will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, STANDARD 701701.

# Maintenance of Roadways

Effective: September 30, 1985

Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the

limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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

# STATUS OF UTILITIES TO BE ADJUSTED

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

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

<u>Name of Utility</u>	Туре	Location	Estimated Dates for Start and Completion of Relocation or Adjustments
Public Utilities SBC Com-Ed	Phone Electric	North of Lot North of Lot	No Adjustments Required Adjustments Required (Prior to Construction)
Nicor	Gas	North of Lot	No Adjustments Required

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

# PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

All existing drainage structures are to be kept free of 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 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's forces encounter or otherwise become aware of any sewers, underdrains or field drains within the right-of-way other than those shown on the plans, they shall inform the Engineer. The Engineer 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".

# 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.

Contractors shall plan their 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.

# **RESPONSIBILITY FOR VANDALISM**

The contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the contractor at his expense.

#### BASEBALL BACKSTOP

This work shall include the furnishing and installation of a new BASEBALL BACKSTOP in the same location as the existing backstop as indicated on the plans. The new BASEBALL BACKSTOP shall match the layout and dimensions of the existing backstop.

This work shall be performed at the contract unit price foot for BASEBALL BACKSTOP.

#### BUTT JOINTS

BUTT JOINTS shall be constructed at the joint between the proposed parking lot and the existing pavement to remain. The contractor shall mill a two (2) foot wide strip of the existing pavement to a depth of two (2) inches with a sawcut at the edge as shown on the detail in the plans. This joint shall be paved at the same time as the proposed surface course.

This work shall be done at the contract unit price per each for BUTT JOINTS.

# CHAIN LINK FENCE TO BE RELOCATED

The contractor shall remove the existing fence where indicated and store while storm sewer installation occurs. The contractor shall reinstall the fence in its current location as soon as the storm sewer trench has been backfilled.

This work shall be done at the contract unit price per foot for CHAIN LINK FENCE TO BE RELOCATED.

#### CONCRETE CURB REMOVAL

CONCRETE CURB REMOVAL shall refer to the removal and disposal of existing curb and gutter.

When portions of existing curb are to remain in place, provisions shall be made for satisfactory transitions between replacement and portions remaining in place. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions to be removed. Any damage done to the existing curb to remain in place shall be repaired or removed and replaced as directed by the engineer.

Materials resulting from the removal of existing curb as herein specified shall be disposed of according to article 202.03.

The quantity of CONCRETE CURB REMOVAL has been shown in the summary of quantities as shown on the plans. Where additional curb replacement is necessary, It shall be included and installed at the contract unit price per foot for CONCRETE CURB REMOVAL

#### CURB RAMPS FOR SIDEWALKS

Curb ramps for sidewalks shall be constructed in accordance with the IDOT Standards and in compliance with all ADA requirements. Ramps will be constructed at all driveway and crosswalk locations or as designated by the Engineer. The Engineer shall determine

which type of ramps shall be constructed, and the curb and gutter will be installed accordingly.

The cost of this work will be included in the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 5" and per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified.

#### DRAINAGE STRUCTURE TO BE REMOVED

This item shall consist of the removal and satisfactory disposal of the existing trench drain at the locations specified on the contract plans in accordance with applicable portions of Section 605.

This work shall be paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED.

### DETECTABLE WARNING

This work shall be performed in accordance with Section 424 of the Standard Specifications with the following modification:

The concrete shall be colored by the use of Perma-Cast Color Hardener or approved equal. The color of the hardener shall be Brick Red.

Method of Measurement and Basis of Payment. Remains unchanged from Articles 424.12.

#### DUST CONTROL WATERING

This work shall consist of the exclusive control of dust resulting from construction operations and is not intended for the use in the compaction of earth embankments, as specified under article 205.06 of the Standard Specifications.

Dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed by the Engineer, in a manner meeting his approval.

All equipment used for this work shall meet with the Engieer's approval and shall be equipped with adequate measuring devices for metering the exact amount of water discharged. All water used shall be properly documented by ticket or other approved means.

The work will be measured in unites of water applied. One unit will be equivalent of 1,000 gallons of water applied.

This item shall be paid for at the contract unit price per unit for DUST CONTROL WATERING, which price shall be payment in full for furnishing all labor, water, and equipment for controlling dust as herein specified.

#### EARTH EXCAVATION

All Earth Excavation and placement of Excavation shall be in accordance with Sections 202, 204, and 205 of the "Standard Specifications." At locations where existing pavement removal is indicated in the plans, or as otherwise directed by the Engineer, it will be necessary to remove underlying unsuitable soils. Following excavation to the bottom of the proposed subgrade elevation and to a point 12± inches below all

previously undisturbed grass areas, the remaining subgrade area shall be proof rolled to determine the need for additional excavation of unsuitable material. The Engineer shall designate the limits of unsuitable soil removal, which shall be backfilled with FA-6 meeting the requirements of article 1003.04.

The work required to construct the paved area consists of inspection and preparation of the subgrade soils (by disking and drying), and placement and compaction of Article 204.02 to the lines and grades shown on the cross section sheets. The Engineer in the field must verify all exposed Subgrade at the time of construction by cone penetrometer

tests on the subgrade in accordance with the guidelines in the Illinois Department of Transportation's "Subgrade Stability Manual." A Soil Report for the project is available for inspection at the offices of the Engineer. Copies of soil boring logs are included in this booklet.

Remaining areas of fill outside the limits of the roadbed; i.e. outside the limits of curb and gutter and/or bituminous shall also be filled with Furnished Excavation, however, it can meet the requirements of Section 202 and 205 except that **NO ASPHALT MATERIAL SHALL BE USED.** 

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.

This work shall be paid for at the contract unit price per cubic yard for EARTH EXCAVATION.

#### ELECTRIC UTILITY SERVICE CONNECTION

This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE.

### CONSTRUCTION REQUIREMENTS

<u>General.</u> It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item

for extra work caused by failure to meet this requirement. Please contract ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.

<u>Method of Payment.</u> The Contractor will be reimbursed to the exact amount of money as billed by ComEd for its services. Work provided by the Contractor for electric service will be paid separately as described under ELECTRIC SERVICE INSTALLATION. No extra compensation shall be paid to the Contractor for any incidental materials and labor required to fulfill the requirements as shown on the plans and specified herein.

For bidding purposes, this item shall be estimated as  $\frac{2000.00}{100}$ 

**Basis of Payment.** This work will be paid for at the contract lump sum price for ELECTRIC UTILITY SERVICE CONNECTION which shall be reimbursement in full for electric utility service charges.

#### ELECTRIC TIME CLOCK

ELECTRIC TIME CLOCK shall be furnished and installed according to Section 825. The materials shall conform to section 1068 specifically 1068.01(e)(1), as well as article 1074.01.

This work shall be paid for in accordance with article 825.05 substituting TIME CLOCK, ELECTRIC for LIGHTING CONTROLLER.

#### ELECTRIC METER

ELECTRIC METER shall be furnished and installed according to section 804 specifically article 804.04, as well as the manufacturers specifications and COM-ED requirements.

This work shall be paid for in accordance with article 804.05 substituting ELECTRIC METER for ELECTRIC SERVICE INSTALLATION.

### EROSION CONTROL MAT

EROSION CONTROL MAT shall be North American Green P550 Permanent Turf Reinforcement Mat or approved equal. The EROSION CONTROL MAT Shall be placed immediately following final grading and application of SEEDING.

A quantity of EROSION CONTROL MAT has been included in the summary of quantities, and is shown on the plans.

This work shall be paid for at the contract unit price per square yard for EROSION CONTROL MAT.

# EXISTING DRAINAGE STRUCTURES TO BE REMOVED

This item shall consist of the removal and satisfactory disposal of existing drainage structures at the locations specified on the contract plans in accordance with applicable portions of Section 605. This work shall include the removal of any concrete encased existing storm structures that were done as part of improvements to the existing storm structures.

The Contractor shall be required to verify that all sewer inlet or outlet pipes have been accounted for on the contract plans, and that the removal of the respective drainage structure will not disrupt existing subsurface drainage systems. The existing inlet and outlet pipe will be maintained and reconnected to the new structure then backfilled with TRENCH BACKFILL meeting the approval of the Engineer. Care should be taken not to damage these pipes. Any pipe damaged will be replaced at the Contractors expense.

Existing storm sewer pipe shall be exposed prior to removal to determine if pipe is damaged. If determined by engineer, the sewer pipe is in poor condition the contractor shall remove and dispose of concrete sewer pipe and replace with same size reinforced

concrete pipe as specified in plans. Reinforced concrete sewer pipe replacement shall be paid for at the contract unit price per lineal foot for storm sewer Type 1 of the size removed.

The salvage castings shall be re-used on site or stored at a convenient location on the jobsite-prior-to-delivery-to-the-Village,-Park-District,-or_County, depending_on_the_____ ownership of the castings. The Contractor shall be responsible for determining the ownership of the castings.

This work shall be paid for at the contract unit price per each as DRAINAGE STRUCTURES TO BE REMOVED.

#### FERTILIZING

This work shall consist of furnishing and spreading fertilizer meeting the requirements in Section 250. The fertilizer shall meet the specifications in article 250.04, and shall be spread following the installation of seeding.

This work shall be paid for at the contract unit price per pound for NITROGEN FERTILIZER NUTRIENT, PHOSPHORUS FERTILIZER NUTRIENT, and POTASSIUM FERTILIZER NUTRIENT.

### FURNISHING AND INSTALLATION OF CONCRETE WHEEL STOPS

This work shall include the FURNISHING AND INSTALLATION OF CONCRETE WHEEL STOPS as shown on the plans and in the details.

This item shall be paid for at the contract unit price per each for FURNISHING AND INSTALLATION OF CONCRETE WHEEL STOPS.

#### **GRASS PAVERS**

This item shall include the funishing and installation of GRASS PAVERS as shown in the plans. The GRASS PAVERS shall conform to the details shown in the plans, and shall be installed per the manufacturers specifications.

A quantity of GRASS PAVERS has been shown in the schedule of quantities, as well as on the plans.

This work shall be paid for at the contract unit price per square yard for GRASS PAVERS.

# **GRAVEL PATH REPLACEMENT (FOR GRADING)**

This item shall consist of the removal and stockpiling of the existing gravel paths, in areas indicated on the plans, to allow for regrading. The materials removed shall be reinstalled in the existing location following grading. Additional limestone screenings and aggregate base shall be added to the existing materials to meet the proposed cross sections shown in the plans.

This work shall be paid for at the contract unit price per square yard for GRAVEL PATH REPLACEMENT (FOR GRADING). Additional materials required to meet the proposed cross section shall be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE A

# **GRAVEL PATH REPLACEMENT (FOR STORM SEWER INSTALLATION)**

This item shall consist of the removal and stockpiling of the existing gravel paths, in areas indicated on the plans, for the installation of new storm sewer. The materials removed shall be reinstalled in the existing location following storm sewer construction.

Additional limestone screenings and aggregate base shall be added to the existing materials to meet the proposed cross sections shown in the plans.

This work shall be paid for at the contract unit price per square yard for GRAVEL PATH REPLACEMENT (FOR STORM SEWER INSTALLATION). Additional materials required to meet the proposed cross section shall be paid for at the contract unit price per square yard for AGGREGATE BASE COURSE, TYPE A

#### **GROUND ROD**

This item shall consist of furnishing and installing GROUND ROD. This item shall conform to all applicable sections of Division 800, specifically section 806. The materials for this item shall conform to section 1087.

This work shall be paid for at the contract unit price per each for GROUND ROD.

#### PAVEMENT REMOVAL (SPECIAL)

PAVEMENT REMOVAL (SPECIAL) shall refer to two (2) separate categories of existing pavement removal. IDOT CODE NO. 44004400 shall refer to the removal of the existing east hockey rink. IDOT CODE NO. 44004402 shall refer to the removal of the existing asphalt paths and the existing stone steps.

All existing pavement, included surface courses, base courses, and stabilized subbases, and other appurtenances, including but not limited to benches, goals and hockey surfaces, shall be completely removed as shown on the plans or as directed by the engineer.

When portions of existing pavement and appurtenances are to remain in place, provisions shall be made for satisfactory transitions between replacements and portions remaining in place. A full depth, perpendicular, straight joint shall be sawn at the ends and all edges of portions to be removed. Any damage done to the existing pavement or appurtenance to remain in place shall be repaired or removed and replaced as directed by the engineer.

The quantity of PAVEMENT REMOVAL (SPECIAL) has been measured in Square Yards for IDOT CODE NO. 44004400 in reference to the hockey rink to be removed, and

in Cubic Yards for IDOT CODE NO. 44004402 in reference to the existing asphalt pathway and stone steps to be removed.

Materials resulting from the removal of existing pavement and appurtenances as herein specified-shall-be-disposed-of-according-to-Article-202.03.

This work shall be paid for at the contract unit price per square yard or cubic yard for PAVEMENT REMOVAL (SPECIAL) as defined above.

# PIPE UNDERDRAINS 6"(SPECIAL) and BASIN WITH 8" ROUND GRATE

This provision refers to 6" High Density Polyethylene drainage pipe connected to an NDS Spee-D Basin Part No.101 with and 8" round grate Part No. 10 or approved equals.

All parts shall be installed per manufacturers specifications. Locations and length shall be as specified on the plans.

This work shall be paid for at the contract unit price per foot for PIPE UNDERDRAINS 6"(SPECIAL) and per each for BASIN WITH 8" ROUND GRATE.

#### RELOCATE EXISTING SIGNS

This work shall consist of the removal and relocation of existing signs as shown on the plans. The existing sign shall be removed and stored until it is installed in its new location. If the sign is damaged during removal, storage, or reinstallation, it shall be repaired or discarded according to Article 202.03, and replaced.

This work shall be paid for at the contract unit price per each for RELOCATE EXISTING SIGNS.

# REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

Soil tests taken for this project indicate that at various locations, soft unstable soils of varying depths exist which may require removal and replacement with FA-2 Aggregate prior to the placing of roadway base course or earth embankment material.

The Contractor shall prepare the subgrade in accordance with Article 301.03 of the

"Standard Specifications", if the Engineer then determines that stabilization cannot be obtained, undercutting to the maximum depth indicated and replacement with porous granular embankment, special and geotechnical fabric shall be accomplished.

At all locations the actual extent of removal and replacement shall be determined by the Engineer in the field at the time of construction. Undercuts deeper than the 12-inches (maximum) shall be justified based upon cone penetrometer testing. In all cases, the undercut shall extend to one foot outside the edges of the pavement (or the backs of the curbs in curb and gutter sections) and come up at a 1:1 slope to the existing ground surface (see the typical sections in the plans).

A proof rolling procedure acceptable to the Engineer shall be followed in order to verify or the stability of the subgrade prior to the placement. Of earth embankment or porous granular embankment. Verification of subgrade stability shall be done through the use of a cone penetrometer in conjunction with the Illinois Department of Transportation's Subgrade-Stability-Manual.

This work shall be paid for at the contract unit price per cubic yard as REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS.

# **REMOVE EXISTING CULVERTS**

This item shall consist of the removal and satisfactory disposal of existing culverts at the locations specified on the contract plans in accordance with applicable portions of Section 605. This work shall include the removal of any existing culverts as shown on the plans

This work shall be paid for at the contract unit price per each as REMOVE EXISTING CULVERTS.

#### SELECTIVE CLEARING

This item shall consist of the removal of shrubs as shown on the plans. The removed shrubs shall be disposed of according to Article 202.03.

This work shall be paid for at the contract unit price per unit for SELECTIVE CLEARING.

#### SERVICE PANEL

This item shall consist of furnishing and installation of new SERVICE PANEL. This work shall conform to Section 801 as well as Section 1086, specifically article 1086.02 (b).

This item shall be included in the contract unit price for ELECTRIC SERVICE INSTALLATION.

### SIGN PANEL TYPE 1

This item shall consist of furnishing and installation of new R1-1 stop signs. R1-1 stop signs shall conform to Section 2B.06 of the MUTCD manual as well as Section 720 of the Standard Specifications for Road and Bridge Construction.

This work shall be paid for at the contract unit price per SQ FT for SIGN PANEL TYPE 1.

# SIGN PANEL TYPE 1 SCHEDULE OF QUANTITIES

SIGN TYPE	QUANTITY
30" R1-1 'STOP SIGN'	1

#### SITE DEMOLITION

This work shall include any additional required site demolition work that does not fall under any other specification or special provision. This work shall include but is not limited to the following-items: landscape timber-removal, and BACKSTOP REMOVAL.

All items that are to be demolished shall be removed from the site and disposed of according to Article 202.03.

This work shall be performed at a price that shall not exceed the contract unit price lump sum for SITE DEMOLITION.

#### STABILIZED CONSTRUCTION ENTRANCE

This work shall consist of furnishing and installing temporary STABILIZED CONSTRUCTION ENTRANCE's as shown and defined on the plans.

This item shall be paid for at the contract unit price per square yard for STABILIZED CONSTRUCTION ENTRANCE.

#### STONE RIPRAP, DITCH CHECKS

This item shall consist of the construction of ditch checks to prevent siltation, erosion, or scour of ditches and drainageways. The ditch checks shall be placed following final grading of the ditches.

The quantity of STONE RIPRAP; DITCH CHECKS has been included in the summary of guantities, and shall be placed in the locations shown on the plans.

This work shall be paid for at the contract unit price per EACH for STONE RIPRAP, DITCH CHECKS.

# UNIT DUCT, 600 V, 2-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 2-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE. This item shall conform to Section 801 as well as Section 1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 2-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE.

# UNIT DUCT, 600 V, 3-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 3-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE. This item shall conform to Section 801 as-well-as-Section-1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 3-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE.

# UNIT DUCT, 600 V, 4-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 4-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE. This item shall conform to Section 801 as well as Section 1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 4-1C NO. 8, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE.

# <u>UNIT DUCT, 600 V, 2-1C NO. 3, 2-1C NO. 6,1/C NO. 3 GROUND, 1 1/2" DIA.</u> POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 2-1C NO. 3, 2-1C NO. 6,1/C NO. 3 GROUND, 1 1/2" DIA. POLYETHYLENE. This item shall conform to Section 801 as well as Section 1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 2-1C NO. 3, 2-1C NO. 6,1/C NO. 3 GROUND, 1 1/2" DIA. POLYETHYLENE.

# UNIT DUCT, 600 V, 3-1C NO. 6, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 3-1C NO. 6, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE. This item shall conform to Section 801 as well as Section 1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 3-1C NO. 6, 1/C NO. 8 GROUND, 1" DIA. POLYETHYLENE.

#### UNIT DUCT, 600 V. 1-1C NO. 3, 1/C NO. 3 GROUND, 1" DIA. POLYETHYLENE

This item shall consist of furnishing and installation of UNIT DUCT, 600 V, 1-1C NO. 3, 1/C NO. 3 GROUND, 1" DIA. POLYETHYLENE. This item shall conform to Section 801 as well as Section 1076.

This work shall be paid for at the contract unit price per FOOT for UNIT DUCT, 600 V, 1-1C NO. 3, 1/C NO. 3 GROUND, 1" DIA. POLYETHYLENE.

#### VANDAL PROOF UPLIGHT

This item shall consist of furnishing and installing VANDAL PROOF UPLIGHT's. This item shall be installed per the manufacturers (Vandalite or approved equal) specifications and shall consist of a vandalism resistant up-light for the flag pole. This item shall conform to sections 801 and 1067.

This work shall be paid for at the contract unit price per each for UPLIGHT, VANDAL PRIOF

#### **10' STEEL LIGHT POLE**

This item shall consist of furnishing and installing 10' STEEL LIGHT POLE. This item shall conform to section 830, section 1069, specifically articles 1069.01 and 1069.03, and section 1070.

This work shall be performed at the contract unit price per each for LIGHT POLE; STEEL, 10'.

# LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT

This item shall consist of furnishing and installing LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT conforming to Section 1067.

This work shall be paid for at the contract unit price per each for LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 150 WATT.

### **16' STEEL LIGHT POLE**

This item shall consist of furnishing and installing 16' STEEL LIGHT POLE. This item shall conform to section 830, section 1069, specifically articles 1069.01 and 1069.03, and section 1070.

This work shall be performed at the contract unit price per each for LIGHT POLE, STEEL, 16'.

#### 2" LIMESTONE SCREENING SURFACE (EXISTING PATHS)

This item shall consist of providing and installing 2" LIMESTONE SCREENING SURFACE (EXISTING PATHS) which consists of providing and installing 2" of new limestone screenings to the existing aggregate pathways as approved by the owner. These screenings shall be distributed as directed by the owner on the existing paths.

This work shall be paid for at the contract unit price per square yard for LIMESTONE SCREENING SURFACE 2" (EXISTING PATHS)

# 3" LIMESTONE SCREENING SURFACE (NEW PATHS)

This item shall consist of providing and installing 3" LIMESTONE SCREENING SURFACE (NEW PATHS) which consists of providing and installing a new 3" limestone screening-surface-for-the-new-aggregate-pathways-as-approved-by-the-owner.

This work shall be paid for at the contract unit price per square yard for LIMESTONE SCREENING SURFACE 3" (NEW PATHS)

# LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT

This item shall consist of furnishing and installing LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT conforming to Section 1067.

This work shall be paid for at the contract unit price per each for LUMINAIRE, SODIUM VAPOR, HORIZONTAL MOUNT, 400 WATT.

#### EXTERIOR SITE LIGHTING

This item shall include furnishing and installation of all EXTERIOR SITE LIGHTING as specified in the plans. All electrical items shall conform to the specifications below, and shall be installed per manufacturers specifications.

This work shall be paid for at the contract unit price in the units specified in the summary of quantities and shown on the plans.

### EXTERIOR ATHLETIC LIGHTING

- 1.1 SUMMARY
  - A. Sports lighting for [outdoor tennis courts].
- 1.2 PERFORMANCE REQUIREMENTS
  - A. Facility Type: [Recreational or social facility].
  - B. Illuminance Calculations: Computer-analyzed point method for [grid pattern dimensions]
  - C. Outdoor Tennis Courts:
    - 1. IESNA RP-6, Class of Play: [I] [II] [III] [IV].
    - 2. Speed of Sport: [Fast] [Moderate] [Slow].
    - 3. Grid Pattern Dimensions: 10 by 10 feet (3 by 3 m).

### 1.3 QUALITY ASSURANCE

A. Contractor to engineer sports lighting to comply with performance requirements.

#### 1.4 WARRANTY

- A. Materials and Workmanship for Luminaires: [Five] years.
- B. Materials and Workmanship for Lamps: [12] months.
- C. Materials and Workmanship for Alignment: [Five] years.

#### 1.5 COMPONENTS

- A. Luminaires: UL 1598 for wet locations.
- B. Support Structures: AASHTO LTS-4 for poles.
- C. Concrete for pole foundations.
- D. Wiring below Grade: See Drawings.
- E. Electrical Enclosures Exposed to Weather: NEMA 250, Type [3R].
- F. Pole Protection: Pole pads.
- 1.6 FIELD QUALITY CONTROL
  - A. Testing: By [Contractor].

# UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

- 1.7 SUMMARY
  - A. Conduits, ducts, and duct accessories for [direct-buried] duct banks.
  - B. Handholes and boxes.
  - C. Manholes.
- 1.8 QUALITY ASSURANCE
  - A. Quality Standard: ANSI C2.

### 1.9 COMPONENTS

#### .___Conduit:___

- 1. Rigid steel conduit.
- 2. Rigid nonmetallic conduit (RNC).

#### B. Nonmetallic Ducts:

- 1. Underground plastic utilities duct, Type EB-20-PVC.
- 2. Underground plastic utilities duct, Type [DB-60-PVC].
- C. Precast concrete handholes and boxes.
- D. Handholes and Boxes Other Than Precast Concrete:
  - 1. Polymer concrete handholes and boxes with polymer concrete cover.
  - 2. Fiberglass handholes and boxes with polymer concrete frame and cover.
  - 3. Fiberglass handholes and boxes with covers of [polymer concrete] [reinforced concrete] [cast iron] [hot-dip galvanized-steel diamond plate] [fiberglass].
  - 4. High-density plastic boxes with covers of [polymer concrete] [hot-dip galvanized-steel diamond plate] [plastic].
- E. Manholes: [Precast] concrete.
- F. Manhole Accessories:
  - 1. [Iron] frames and covers.
  - 2. Sump frame and grate.
  - 3. Bolting inserts for concrete utility structure cable racks and other attachments.
  - 4. Cable rack assemblies.
  - 5. [Fixed] ladders.

#### 1.10 SOURCE QUALITY CONTROL

- A. Prototype testing by [manufacturer].
- 1.11 INSTALLATION
  - A. [Waterproofing] exterior surfaces of manholes[ and handholes].

#### LIGHTING CONTROL DEVICES

# PART 2 - GENERAL

#### 2.1 SUMMARY

#### A. This Section includes the following lighting control devices:

- 1. Time switches.
- 2. Outdoor photoelectric switches.
- 3. Indoor occupancy sensors.
- 4. Outdoor motion sensors.
- 5. Lighting contactors.
- 6. Emergency shunt relay.

### 2.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Field quality-control test reports.
- C. Operation and maintenance data.

### 2.3 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

PART 3 - PRODUCTS

#### 3.1 TIME SWITCHES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] or a comparable product by one of the following:

- 1. Area Lighting Research, Inc.; Tyco Electronics.
- 2. Grasslin Controls Corporation; a GE Industrial Systems Company.
- 3. Intermatic, Inc.
- 4.___Leviton_Mfg._Company_Inc.__
- 5. Lightolier Controls; a Genlyte Company.
- 6. Lithonia Lighting; Acuity Lighting Group, Inc.
- 7. Paragon Electric Co.; Invensys Climate Controls.
- 8. Square D; Schneider Electric.
- 9. TORK.
- 10. Touch-Plate, Inc.
- 11. Watt Stopper (The).
- D. Electronic Time Switches: Electronic, solid-state programmable units with alphanumeric display; complying with UL 917.
  - 1. Contact Configuration: [SPST] [DPST].
  - 2. Contact Rating: [30-A inductive or resistive, 240-V ac] [20-A ballast load, 120/240-V ac] <Insert rating>.
  - 3. Program: 8 on-off set points on a 24-hour schedule.
  - 4. Program: 2 on-off set points on a 24-hour schedule, allowing different set points for each day of the week.
  - 5. Programs: **<Insert number>** channels; each channel shall be individually programmable with 8 on-off set points on a 24-hour schedule.
  - 6. Circuitry: Allow connection of a photoelectric relay as substitute for on-off function of a program[ **on selected channels**].
  - 7. Astronomic Time: [Selected] channels.
  - 8. Battery Backup: For schedules and time clock.
- E. Electromechanical-Dial Time Switches: Type complying with UL 917.
  - 1. Contact Configuration: [SPST] [DPST].
  - 2. Contact Rating: [20-A ballast load, 120/240-V ac] < Insert rating>.
  - Circuitry: Allow connection of a photoelectric relay as substitute for on-offfunction of a program.
  - 4. Astronomic time dial.
  - 5. Eight-Day Program: Uniquely programmable for each weekday and holidays.
  - 6. Skip-a-day mode.
  - 7. Wound-spring reserve carryover mechanism to keep time during power failures, minimum of [16] hours.

### 3.2 OUTDOOR PHOTOELECTRIC SWITCHES

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] or a comparable product by one of the following:
  - 1. Area Lighting Research, Inc.; Tyco Electronics.
  - 2. Grasslin Controls Corporation; a GE Industrial Systems Company.
  - 3. Intermatic, Inc.
  - 4. Lithonia Lighting; Acuity Lighting Group, Inc.
  - 5. Novitas, Inc.
  - 6. Paragon Electric Co.; Invensys Climate Controls.
  - 7. Square D; Schneider Electric.
  - 8. TORK.
  - 9. Touch-Plate, Inc.
  - 10. Watt Stopper (The).
- D. Description: Solid state, with [SPST],[DPST] dry contacts rated for [1800-VA MH], to operate connected relay, contactor coils, or microprocessor input; complying with UL 773A.
  - 1. Light-Level Monitoring Range: 1.5 to 10 fc (16.14 to 108 lx), with an adjustment for turn-on and turn-off levels within that range[, and a directional lens in front of photocell to prevent fixed light sources from causing turn-off].
  - 2. Time Delay: 15-second minimum, to prevent false operation.
  - 3. Surge Protection: Metal-oxide varistor, complying with IEEE C62.41.1, IEEE C62.41.2, and IEEE 62.45 for Category A1 locations.
  - 4. Mounting: Twist lock complying with IEEE C136.10, with base-and-stem mounting or stem-and-swivel mounting accessories as required to direct sensor to the north sky exposure.
- E. Description: Solid state, with [SPST] [DPST] dry contacts rated for 1800 VA to operate connected load, relay, or contactor coils; complying with UL 773.
  - 1. Light-Level Monitoring Range: 1.5 to 10 fc (16.14 to 108 lx), with an adjustment for turn-on and turn-off levels within that range.
  - 2. Time Delay: 30-second minimum, to prevent false operation.
  - 3. Lightning Arrester: Air-gap type.
  - 4. Mounting: Twist lock complying with IEEE C136.10, with base.

### 3.3 LIGHTING CONTACTORS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] or a comparable product by one of the following:
  - 1. Allen-Bradley/Rockwell Automation.
  - 2. ASCO Power Technologies, LP; a division of Emerson Electric Co.
  - 3. Eaton Electrical Inc.; Cutler-Hammer Products.
  - 4. GE Industrial Systems; Total Lighting Control.
  - 5. Grasslin Controls Corporation; a GE Industrial Systems Company.
  - 6. Hubbell Lighting.
  - 7. Lithonia Lighting; Acuity Lighting Group, Inc.
  - 8. MicroLite Lighting Control Systems.
  - 9. Square D; Schneider Electric.
  - 10. TÓRK.
  - 11. Touch-Plate, Inc.
  - 12. Watt Stopper (The).
- D. Description: Electrically operated and [mechanically] held, combination type with [nonfused disconnect], complying with NEMA ICS 2 and UL 508.
  - 1. Current Rating for Switching: Listing or rating consistent with type of load served, including tungsten filament, inductive, and high-inrush ballast (ballast with 15 percent or less total harmonic distortion of normal load current).
  - 2. Fault Current Withstand Rating: Equal to or exceeding the available fault current at the point of installation.
  - 3. Enclosure: Comply with NEMA 250.
  - 4. Provide with control and pilot devices as [indicated on Drawings], matching the NEMA type specified for the enclosure.

# 3.4 EMERGENCY SHUNT RELAY

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
- C. Basis-of-Design Product: Subject to compliance with requirements, provide [the product indicated on Drawings] <Insert manufacturer's name; product name or designation> or a comparable product by one of the following:

1. Lighting Control and Design, Inc.

# 2. <Insert manufacturer's name.>

- -D. Description: Normally_closed,_electrically_held_relay,_arranged_for_wiring_in_ parallel with manual [or automatic ]switching contacts; complying with UL 924.
  - 1. Coil Rating: [120]V.

#### 3.5 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. [12] AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. [12] AWG. Comply with requirements in Division 26 Section "Low-Voltage Electrical Power Conductors and Cables."

### PART 4 - EXECUTION

#### 4.1 SENSOR INSTALLATION

- A. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.
- B. When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit actual occupied conditions. Provide up to [**two**] visits to Project during other than normal occupancy hours for this purpose.

### 4.2 CONTACTOR INSTALLATION

A. Mount electrically held lighting contactors with elastomeric isolator pads, to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

### 4.3 WIRING INSTALLATION

- A. Wiring-Method: Comply with Division 26 Section "Low-Voltage Electrical Power Conductors and Cables." Minimum conduit size shall be 1/2 inch (13 mm).
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

#### 4.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Division 26 Section "Identification for Electrical Systems."
  - 1. Identify controlled circuits in lighting contactors.
  - 2. Identify circuits or luminaries controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

# 4.5 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
  - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
  - 2. Operational Test: Verify operation of each lighting control device, and adjust time delays.
  - B. Lighting control devices that fail tests and inspections are defective work.

#### EXTERIOR LIGHTING

PART 5 - GENERAL

#### 5.1 SUMMARY

- A. This Section includes the following:
  - 1. Exterior luminaires with lamps and ballasts.
  - 2. Luminaire-mounted photoelectric relays.
  - 3. Poles and accessories.
- B. See Division 26 Section "Interior Lighting" for exterior luminaires normally mounted on exterior surfaces of buildings.

# 5.2 STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION

- A. Dead Load: Weight of luminaire and its horizontal and vertical supports and supporting structure, applied as stated in AASHTO LTS-4.
- B. Ice Load: Load of 3 lbf/sq. ft. applied as stated in AASHTO LTS-4.
- C. Wind Load: Pressure of wind on pole and luminaire, calculated and applied as stated in AASHTO LTS-4.
  - 1. Wind speed for calculating wind load for poles exceeding 50 feet in height is **110 mph**
  - 2. Wind speed for calculating wind load for poles 50 feet or less in height is **70 mph**.

#### 5.3 SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, and finishes.
- B. Shop Drawings: Include anchor-bolt templates keyed to specific poles and certified by manufacturer.

#### 5.4 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with IEEE C2, "National Electrical Safety Code."

#### C. Comply with NFPA 70.

PART 6 - PRODUCTS

#### 6.1 MANUFACTURERS

- A. In Exterior Lighting Device Schedule where titles below are column or row headings that introduce lists, the following requirements apply to product selection:
  - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.
  - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.
  - 3. Basis of Design Product: The design of each item of exterior luminaire and its support is based on the product named. Subject to compliance with requirements, provide either the named product or a comparable product by one of the other manufacturers specified.

# 6.2 LUMINAIRES, GENERAL REQUIREMENTS

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- B. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- C. Metal Parts: Free of burrs and sharp corners and edges.
- D. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.
- E. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- F. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- G. Exposed Hardware Material: Stainless steel.
- H. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.

- I. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- J.___Reflecting_surfaces_shall_have_minimum_reflectance_as_follows,_unless_ otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.
- K. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- L. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.
- M. Factory-Applied Finish for Steel Luminaires: Color as selected by Architect. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- N. Factory-Applied Finish for Aluminum Luminaires: Color shall be verified with owner/architect. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

# 6.3 LUMINAIRE-MOUNTED PHOTOELECTRIC RELAYS

- A. Comply with UL 773 or UL 773A.
- B. Contact Relays: Factory mounted, single throw, designed to fail in the on position, and factory set to turn light unit on at 1.5 to 3 fc and off at 4.5 to 10 fc with 15-second minimum time delay. Relay shall have directional lens in front of photocell to prevent artificial light sources from causing false turnoff.
  - 1. Relay with locking-type receptacle shall comply with NEMA C136.10.
  - 2. Adjustable window slide for adjusting on-off set points.

### 6.4 FLUORESCENT BALLASTS AND LAMPS

- A. Low-Temperature Ballast Capability: Rated by its manufacturer for reliable starting and operation of indicated lamp(s) at temperatures minus 20 deg F and higher.
- B. Ballast Characteristics:

- 1. Power Factor: 90 percent, minimum.
- 2. Sound Rating: [A].
- 3. Total Harmonic Distortion Rating: Less than [10] percent or as noted on drawings.
- 4. Electromagnetic Ballasts: Comply with ANSI C82.1, energy-saving, highpower factor, Class P, automatic-reset thermal protection.
- 5. Case Temperature for Compact Lamp Ballasts: 65 deg C, maximum.
- 6. Transient-Voltage Protection: Comply with IEEE C62.41 Category A or better.
- C. Low-Temperature Lamp Capability: Rated for reliable starting and operation with ballast provided at temperatures minus 20 deg F and higher.
- D. Fluorescent Lamps: Low-mercury type. Comply with the EPA's toxicity characteristic leaching procedure test; shall yield less than 0.2 mg of mercury per liter when tested according to NEMA LL 1.

# 6.5 BALLASTS FOR HID LAMPS

- A. Comply with ANSI C82.4 and UL 1029 and capable of open-circuit operation without reduction average life. Include the following features, unless otherwise indicated:
  - 1. Ballast Circuit: Constant-wattage autotransformer or regulating highpower-factor type.
  - 2. Minimum Starting Temperature: Minus 22 deg
  - 3. Normal Ambient Operating Temperature: 104 deg F
  - 4. Ballast Fuses: One in each ungrounded power supply conductor. Voltage and current ratings as recommended by ballast manufacturer.

#### 6.6 HID LAMPS

- A. Metal-Halide Lamps: ANSI C78.1372, with a minimum CRI 65, and color temperature 4000K.
- B. Pulse-Start, Metal-Halide Lamps: Minimum CRI 65, and color temperature **4000**K.
- C. Ceramic, Pulse-Start, Metal-Halide Lamps: Minimum CRI [80], and color temperature 4000K.
- 6.7 POLES AND SUPPORT COMPONENTS, GENERAL REQUIREMENTS
  - A. Structural Characteristics: Comply with AASHTO LTS-4.

- 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in Part 1 "Structural Analysis Criteria for Pole Selection" Article, with a gust factor of 1.3.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts, unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
  - 1. Materials: Shall not cause galvanic action at contact points.
  - Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication, unless stainless-steel items are indicated.
  - 3. Anchor-Bolt Template: Plywood or steel.
- D. Concrete Pole Foundations: Cast in place, with anchor bolts to match polebase flange. Concrete, reinforcement, and formwork are specified in Division 03 Section "Cast-in-Place Concrete."
- E. Power-Installed Screw Foundations: Factory fabricated by pole manufacturer, with structural steel complying with ASTM A 36/A 36M and hot-dip galvanized according to ASTM A 123/A 123M; and with top-plate and mounting bolts to match pole base flange and strength required to support pole, luminaire, and accessories.
- F. Breakaway Supports: Frangible breakaway supports, tested by an independent testing agency acceptable to authorities having jurisdiction, according to AASHTO LTS-4.

### 6.8 STEEL POLES

- A. Poles: Comply with ASTM A 500, Grade B, carbon steel with a minimum yield of 46,000 psig (317 MPa); 1-piece construction up to 40 feet (12 m) in height with access handhole in pole wall.
  - 1. Shape: [Square, straight.]
  - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- B. Steel Mast Arms: [Single-arm]] type, continuously welded to pole attachment plate. Material and finish same as pole.
- C. Brackets for Luminaires: Detachable, cantilever, without underbrace.

- 1. Adapter fitting welded to pole and bracket, then bolted together with [stainless] steel bolts.
- 2. Cross Section: Tapered oval, with straight tubular end section to accommodate luminaire.
- 3. Match pole material and finish.
- D. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- E. Steps: Fixed steel, with nonslip treads, positioned for 15-inch vertical spacing, alternating on opposite sides of pole; first step at elevation 10 feet above finished grade.
- F. Grounding and Bonding Lugs: Welded 1/2-inch threaded lug, complying with requirements in Division 26 Section "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- G. Cable Support Grip: Wire-mesh type with rotating attachment eye, sized for diameter of cable and rated for a minimum load equal to weight of supported cable times a 5.0 safety factor.
- H. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
- I. Galvanized Finish: After fabrication, hot-dip galvanize complying with ASTM A 123/A 123M.
- J. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Color shall be as selected by Architect.

# 6.9 POLE ACCESSORIES

A. Base Covers: Manufacturers' standard metal units, arranged to cover pole's mounting bolts and nuts. Finish same as pole.

### PART 7 - EXECUTION

- 7.1 LUMINAIRE INSTALLATION
  - A. Install lamps in each luminaire.
  - B. Fasten luminaire to indicated structural supports.

Spring Rock Park Section No. 05-P4096-00-PK Project No. HPP-3466(001) Contract No.63060

- 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- C. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources.

# 7.2 POLE INSTALLATION

- A. Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features, unless otherwise indicated on Drawings:
  - 1. Fire Hydrants and Storm Drainage Piping: 60 inches.
  - 2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet .
  - 3. Trees: 15 feet.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Division 03 Section "Cast-in-Place Concrete."
- D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.
  - Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
  - Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
  - 3. Install base covers, unless otherwise indicated.
  - Use a short piece of 1/2-inch- (13-mm-) diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Embedded Poles with Tamped Earth Backfill: Set poles to depth below finished grade indicated on Drawings, but not less than one-sixth of pole height.
  - 1. Dig holes large enough to permit use of tampers in the full depth of hole.
  - 2. Backfill in 6-inch (150-mm) layers and thoroughly tamp each layer so compaction of backfill is equal to or greater than that of undisturbed earth.
- F. Embedded Poles with Concrete Backfill: Set poles in augered holes to depth below finished grade indicated on Drawings, but not less than one-sixth of pole height.

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- 1. Make holes 6 inches (150 mm) in diameter larger than pole diameter.
- 2. Fill augered hole around pole with air-entrained concrete having a minimum compressive strength of 3000 psi (20 MPa) at 28 days, and finish in a dome above finished grade.
- 3. Use a short piece of 1/2-inch- (13-mm-) diameter pipe to make a drainhole through concrete dome. Arrange to drain condensation from interior of pole.
- 4. Cure concrete a minimum of 72 hours before performing work on pole.
- G. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch- (150-mm-) wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with [pea gravel] to a level 1 inch below top of concrete slab.
- H. Raise and set poles using web fabric slings (not chain or cable).

# 7.3 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.
- B. Steel Conduits: Comply with Division 26 Section "Raceway and Boxes for Electrical Systems." In concrete foundations, wrap conduit with 0.010-inch-thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

# 7.4 GROUNDING

- A. Ground metal poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding electrode for each pole, unless otherwise indicated.
  - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.
- B. Ground nonmetallic poles and support structures according to Division 26 Section "Grounding and Bonding for Electrical Systems."
  - 1. Install grounding electrode for each pole.
  - 2. Install grounding conductor and conductor protector.
  - 3. Ground metallic components of pole accessories and foundations.



# **Storm Water Pollution Prevention Plan**

Route		Marked Rt.	·
Section	05-P4096-00-PK	Project No.	HPP-3466(001)
County	Cook	Contract No.	63060

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

NPDES permits associated with this project:

- □ ILR10 Permit No. (if applicable):
- □ ILR40 Permit No. (if applicable):

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.

Craig Himmelmann	
Print Name	;
Director of Parks	
Title	
Western Springs Park District	
Agency	

ig Kemme Signature June 13.2008

Date

I. Site Description:

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

Spring Rock Park - south of Burlington, west of Central, north of 47th Street and east of I-294

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

Repair and resurfacing of interior road. Repair and resurfacing of two parking lots. Improvements to walking paths and site lighting

C. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading:

1.Installation of Silt Fence, Construction Entrance, all other erosion control measures.

- 2.Removals, stockpiling, rough grading
- 3. Construction of the proposed underground improvements
- 4. Paving, Striping, Curb Replacement, Etc.
- 5.Permanent Landscape and Sedimentation Control Installation
- D. The total area of the construction site is estimated to be <u>10.00</u> acres.

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The total area of the site that is estimated will be disturbed by excavation, grading or other activities is <u>10.00</u> acres.

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

The estimated runoff coefficents for this project are completed and contained in the project stormwater study, which is hereby incorporated by reference in this plan.

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

The soils for this project are described in the stormwater study and SWPPP, hereby incorporated by reference in ths plan

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

Erosive areas for this project are described in the stormwater study and SWPPP, hereby incorporated by reference in ths plan

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

Soil disturbing activities for this project are described in the SWPPP, hereby incorporated by reference in ths plan

- See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- J. The following is a list of receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:

Receiving waters for this project are described in the SWPPP, hereby incorporated by reference in ths plan

- K. The following pollutants of concern will be associated with this construction project:
  - Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)  $\boxtimes$ Soil Sediment **•••** Concrete Antifreeze / Coolants Waste water from cleaning construction equipment Concrete Truck Waste Concrete Curing Compounds Other (specify) Solid Waste Debris Other (specify) Other (specify) Paints 1 . Solvents Other (specify)  $\square$ ☐ Fertilizers / Pesticides Other (specify)

# II. Controls:

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

# A. Erosion and Sediment Controls

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

The following Stabilization Practices will be used for this project:

Erosion Control Blanket / Mulching Preservation of Mature Vegetation Soddina □ Vegetated Buffer Strips Geotextiles Protection of Trees Temporary Erosion Control Seeding Other (specify)  $\square$ Other (specify) Temporary Turf (Seeding, Class 7) Temporary Mulching Other (specify) □ Permanent Seeding Other (specify)

Describe how the Stabilization Practices listed above will be utilized:

As described in the SWPP for this project are descr, hereby incorporated by reference in ths plan

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

The following Structural Practices will be used for this project:

Perimeter Erosion Barrier		Rock Outlet Protection
Temporary Ditch Check		Riprap
Storm Drain Inlet Protection		Gabions
Sediment Trap		Slope Mattress
Temporary Pipe Slope Drain		Retaining Walls
Temporary Sediment Basin		Slope Walls
Temporary Stream Crossing		Concrete Revetment Mats
Stabilized Construction Exits		Level Spreaders
Turf Reinforcement Mats		Other (specify)
Permanent Check Dams		Other (specify)
Permanent Sediment Basin		Other (specify)
Aggregate Ditch		Other (specify)
Paved Ditch		Othêr (specify)
	Temporary Ditch Check Storm Drain Inlet Protection Sediment Trap Temporary Pipe Slope Drain Temporary Sediment Basin Temporary Stream Crossing Stabilized Construction Exits Turf Reinforcement Mats Permanent Check Dams Permanent Sediment Basin Aggregate Ditch	Temporary Ditch CheckImage: Storm Drain Inlet ProtectionStorm Drain Inlet ProtectionImage: Storm Drain Inlet ProtectionSediment TrapImage: Disconstruction Image: Disconstruc

Describe how the Structural Practices listed above will be utilized:

As described in the SWPP for this project, hereby incorporated by reference in ths plan

- 3. Storm Water Management: Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
  - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

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

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

Description of Storm Water Management Controls.

As described in the SWPP for this project, hereby incorporated by reference in ths plan

### 4. Other Controls:

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

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

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

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- Plastic Covers
- Soil Binders
- Storm Drain Inlet Protection

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

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

### 5. Approved State or Local Laws

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

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

#### III. Maintenance:

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

As described in the SWPP for this project, hereby incorporated by reference in ths plan

## IV. Inspections:

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

- A. Disturbed areas, use areas (storage of materials, stockpiles, machine maintenance, fueling, etc.), borrow sites, and waste sites shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Discharge locations or points that are accessible, shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- B. Based on the results of the inspection, the description of potential pollutant sources identified in section I above and pollution prevention measures identified in section II above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within ½ hour to 1 week based on the urgency of the situation. The resident engineer will notify the contractor of the time required to implement such actions through the weekly inspection report.

- C. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section IV(B) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- D. If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the resident engineer shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The resident engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

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

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

# V. Non-Storm Water Discharges:

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

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

- Spill Prevention and Control
- Use of Drip Pans and Absorbents
- Automatic Shut-Off Nozzles
- Topping Off Restrictions
- Leak Inspection and Repair
- F. Vehicle and Equipment Maintenance On site maintenance must be performed in accordance with all environmental laws such as proper storage and no dumping of old engine oil or other fluids on site.

## VI. Failure to Comply:

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

# Illinois Department of Transportation

# **Contractor Certification Statement**

This certification statement is part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency on May 30, 2003.

Route	· · ·	Marked Rt.	Spring Rock Parking Lot
Section	05-P4096-00-PK	Project No.	HPP-3466(001)
County	СООК	Contract No.	63060

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification. I have read and understand all of the information and requirements stated in the Storm Water Pollution Prevention Plan for the above mentioned project. I have provided all documentation required to be in compliance with the ILR10 and Storm Water Pollution Prevention Plan and will provide timely updates to these documents as necessary.

Contractor	
Sub-Contractor	
	·
Print Name	Signature
Title	Date
Name of Firm	Telephone
Street Address	City/State/ZiP

# Illinois Department of Transportation

# Storm Water Pollution Prevention Plan Erosion Control Inspection Report

Date of Inspection:	County:
Name of Inspector:	Section:
Type of Inspection: Weekly	Route:
>0.5" Precip.	District:
Precip. Amount:	Contract No:
Contractor:	Job No
Subs:	Project:
	NPDES Permit No:
Erosion Control Deficiency Deduct	Ready for Final Cover: acre
Total Disturbed Area: acre	Final Cover Established: acre

**Instructions to the Inspector:** Inspections are to take place every seven (7) days and within 24 hours of a rainfall event of a rainfall event of 0.5 inches or more. Inspections are to be conducted every week of the project duration including the winter months until 70% viable vegetative cover is achieved. The primary objective for establishing and maintaining temporary erosion control measures is to ensure that sediment is retained within the project limits. If sediment or other pollutants of concern are released from the project site, an Incidence of Non-Compliance (ION) must be submitted to the Illinois Environmental Protection Agency immediately. Note maintenance of and changes to the in-place ESC measures on the project SWPPP. If the answer to any of the following is "No," the contractor is hereby ordered to correct the deficiency.

## SITE CONDITIONS ON DAY OF INSPECTION

# **Erosion and Sediment Control:**

Slopes:	Slopes: Do all slopes where soil disturbing activities have taken place and not been permanently restored, have adequate temporary seeding or protection?					
Ditches	Are all ditches	existing, temporary, and/or proposed) clear of sediment and/or debris.	🗌 Yes 🛄 No			
Perimeter Erosion Barrier:       Are all perimeter erosion barriers in good working order?         Has perimeter barrier no longer needed been removed and the area restored?						
Tempora	ry Ditch Checl	Are all temporary ditch checks in good working order? Are the current ditch checks adequate to control erosion?	☐ Yes ☐ No ☐ Yes ☐ No			
Inlet Filters: Are ALL inlet filters in good working order and less than 25% full?						
Outfalls: Are all outfalls free of any signs of sediment discharge?						
Areas of Interest – Wetland/Prairie/Tree Preservation: Has the contractor remained clear of all designated "no entry" areas? Are all "no intrusion" areas adequately marked to prevent accidental entry?						
Stock Piles: Are all stockpiles properly maintained to prevent runoff and protected to minimize spread in case of erosion?						
<b>Borrow/Waste Sites:</b> Are all borrow and waste locations, including those which are offsite, in compliance with all NPDES rules and regulations?						

General Site Maintenance Required of the Permit					
Concrete Washout Areas: Are concrete washout areas adequately maintained? Has all washout occurred only at designated washout locations? (The contractor may want to consider designating additional area(s) for use.)	☐ Yes ☐ No ☐ Yes ☐ No				
Staging/Storage Areas: Are all staging/storage facilities free of litter, leaking containers, leaking equipment, spills, etc?					
Vehicle Tracking: Is the site free from mud, sediment and debris from the vehicles entering/leaving off road areas throughout the site?	🗌 Yes 🗌 No				
<b>Fuel/Chemical Storage Locations:</b> Are all designated fueling locations free of evidence of leaks and or spills?	🗌 Yes 🗍 No				
<b>Update SWPPP:</b> Have all changes to the projects SWPPP been noted on the graphic site plan?	🗋 Yes 🗌 No				

# Specific Instructions Related to "No" Answers From Above:

Station or Station to Station	Practice	Comments/Actions Required	Time for Repair
		· · · · · · · · · · · · · · · · · · ·	
	· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·			
		· · ·	

# **Other Comments:**

# Additional Pages (Attached As Needed)

Outfalls / Receiving Waters

Other:

Drainage Structure/Ditch Check Locations
 Additional Instructions to Contractor

Repairs and stabilization to be completed within 24 hours of this report (or as indicated above) or the DAILY Erosion and Sediment Control Deficiency Deduction will be assessed for each noted deficiency until the required action is completed.

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Inspector's Signature	_ Date:	Date:				
Contractor's Signature		_ Date:				
Original: Project File cc: Contractor						
Printed on: 5/20/2008	.41		BC 2259 (Rev. 02/07)			

# ILLINOIS ENVIRONMENTAL PROTECTION AGENCY **NOTICE OF INTENT (NOI)** GENERAL PERMIT TO DISCHARGE STORM WATER CONSTRUCTION SITE ACTIVITIES

# **OWNER INFORMATION**

÷												
NAME:	Western Springs Par	k Distric		AIDDLE		(OR COMPA	NY NAME)	00	NER TYPE:	Spec	cial Di	strict
MAILING ADDRESS:	P.O. Box 630	• •	•••							_		· ·
CITY:	Western Springs				•		STAT		L ZIP:	: 60	558	÷
CONTACT PERSON:	Craig Himmelmann						TELEPHO NUMBER		AREA CO	DDE	NUMBE 670-	
CONTR	ACTOR INFOR	MATION	<b>I</b>									
NAME:	LAST F	RST Park Distri	MIDDLI	E (	OR COMPA	NY NAME)	TELEPHO NUMBER		AREA CO	DDE.	NUMBE 670-5	
MAILING ADDRESS:	P.O. Box 630		CIT	r: West	tern Sp	rings			STATE:	IL	ZIP:	60558
· · · · · · · · · · · · · · · · · · ·	<b>RUCTION SITE</b>	INFOR	MATIO	N								
SELECT ONE:	New Site	IANGE OF IN	FORMATION	N TO PER	MIT NO.	ILR10						
FACILITY NAME:	Spring Rock Park				OTHER I PERMIT							
FACILITY LOCATION:	S. of Burlington, N. of	47th and E	E. of I-294				TELEPHO		AREA CO N/A	DDE	NÚMBE N/A	R
'	ern Springs	ST:	IL ZIP:	60558	LATIT	JDE:			LONGITU	DE:		
COUNTY:	Cook	·	• • •	SEC	TION:	6	TOWNS	HIP:	38N	RAN	NGE:	12E
APPROX. CO START DATE		APPROX END DAT	. CONSTRU E:	CTION	1 /3	30 / 08	TOTAL S	IZE O	F CONSTR	RUCT	ION .	10.00
STORM WAT	ER POLLUTION PREVENT			ZYES [	]NO (If	no, separa				ency p	orior to	
construction.)	E CONSTRUCT											
TIPEO	F CONSTRUCT	SCRIPTION OF F	ROJECT:			. <u>.</u>	. · · · ·					·
Other	Resurfacing of ex							-				
	<b>IC PRESERVA</b>								MPLIA	NC	E	
HAS THIS PR	OJECT SATISFIED APPLIC HISTORIC PRESERV		IREMENTS I			E WITH ILL 10	LINOIS LAW	ON:				
	ENDANGERED SPE					10						
RECEIV	ING WATER IN	FORMA	TION				*					
	STORM WATER DISCHAR OF THE STATE OR					RM SEWEI tern Spri	R SYSTEM: ngs					
NAME OF CLO	NAME OF CLOSEST RECEIVING WATER: Flagg Creek											
I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.												
OWNER SIGNATURE: Con Remme meen DATE: JUL 2 5 2009												
	V	·					I	FOR	OFFICE	JSE C	ONLY	
MAIL COMPLI	ETED FORM TO:		VIRONMEN					.0G:				
		POST OFFI	MIT SECTIO CE BOX 192	76	·		F	PERM	IT NO. ILF	R10		
DOCUMENTA REQUESTED	CUMENTATION UNLESS SPRINGFIELD, ILLINOIS 62794-9276					DATE:						

Information required by this form must be provided to comply with 415 ILCS 5/39 (1996). Failure to do so may prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2104 WPC 623 Rev. 6/03



# **Report of Geotechnical Investigation**

CONSULTING GROUP

Spring Rock Park Improvements Burlington Avenue Western Springs, Illinois

# Prepared for:

W-T Civil Engineering, L.L.C. 2675 Pratum Avenue Hoffman Estates, Illinois 60192

> G2 Project No. 072124 July 11, 2007



#### CONSULTING GROUP

July 11, 2007

Mr. Todd Abrams, P.E. W-T Civil Engineering, L.L.C. 2675 Pratum Avenue Hoffman Estates, Illinois 60192

Re: Report of Geotechnical Investigation Spring Rock Park Improvements Burlington Avenue Western Springs, Illinois G2 Project No. 072124

Dear Mr. Abrams:

We have completed the geotechnical investigation for the proposed Spring Rock Park improvements in Western Springs, Illinois. This report presents the results of our observations and analyses, as well as our recommendations for subgrade preparation, pavement design, and construction considerations as they relate to the geotechnical conditions on site.

We appreciate the opportunity to be of service to W-T Civil Engineering, L.L.C. and look forward to discussing the recommendations presented. In the meantime, if you have any questions regarding the report or any other matter pertaining to the project, please call us.

Sincerely,

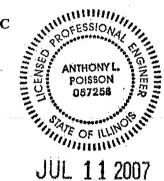
**G2** Consulting Group, LLC

Paisson

Project Manager

ALP/NJHT/ahm

Enclosures



Noel J. Hargrave-Thomas, P.E. Project Consultant

G2 Consulting Group, ILC Geotechnical & Geoenvironmental Engineering Services

830 Seton Court #5 Wheeling, IL 60090

847.353.8740 FAX 847.353.8742



### EXECUTIVE SUMMARY

We understand the proposed project will include improvements to the existing bituminous parking and access drive areas within the overall property, construction of a bike path, and construction of a detention basin in the southwest portion of the property.

Approximately 1-1/2 to 3 inches of bituminous pavement with 7 to 14-1/2 inches of underlying aggregate base are present in the existing parking areas. Within proposed pavement areas and adjacent to the existing gravel path, approximately 3 to 12 inches of silty clay topsoil are present. Fill soils, consisting predominantly of stiff to hard silty clay with occasional very loose to medium compact sandy silt layers, are generally present below the pavement section and topsoil, and extend to approximate depths ranging between 3 and 8-1/2 feet. Native stiff to very stiff silty clay is present below the topsoil at boring B-14 and below the fill at boring B-12 and extends to the explored depth of 10 feet. Within the remaining borings, soft organic peat and marl underlie the fill soils and extend to the explored depth of 10 feet. Groundwater was encountered at approximate depths ranging between 3 and 8 feet within borings B-01 through B-11 during and upon completion of drilling operations. No measurable groundwater was encountered within borings B-12 through B-16 during or upon completion of drilling operations.

Based on the existing pavement surface conditions within the parking lots and access drive areas, the existing bituminous pavement section has generally reached the end of its serviceable life and should be replaced with a new structurally adequate bituminous and aggregate base section.

If some adjustment to the existing pavement elevations can be tolerated, we recommend pulverizing the existing pavement materials in place to a depth of 10 inches. The pulverized base should be shaped and graded to allow the placement of the new recommended bituminous pavement section. Pulverizing the existing pavement will result in a grade change of approximately 3 to 5 inches above the existing pavement elevation after installation of the new bituminous section. If adjustments to the existing pavement grade cannot be tolerated, the existing bituminous pavement should be completely removed from within the pavement areas.

Pavement sections for construction of new pavements over pulverized base and new pavements over aggregate base are presented in the Pavement Cross-Section of this report. In addition, we have also provided a section for proposed bituminous bike paths.

This summary is not to be considered separate from the entire text of this report, with all the conclusions and qualifications mentioned herein. Details of our analyses and recommendations are discussed in the following sections and in the Appendix of this report.

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# **PROJECT DESCRIPTION**

We understand the proposed project will include improvements to the existing bituminous parking and access drive areas within the overall property, construction of a bike path, and construction of a detention basin in the southwest portion of the property.

Three existing bituminous parking areas are located within the overall property; one in the north central portion of the property, one in the central portion, and one along the east side of the property. The proposed improvements will include rehabilitation and/or reconstruction of the exiting bituminous pavement and expanding the north central parking area to the east and expanding the central parking area to the south. No information concerning the age of the existing pavement areas or expected traffic loading conditions was available at the time of this report. However, we anticipate that vehicular loading conditions are relatively light and consist primarily of passenger cars and light trucks. Occasional trash refuse and delivery vehicles are also expected to enter the park.

Future improvements will include installation of a bituminous bike path along the gravel path that extends around the east, south and western perimeters of the park. Additionally, a detention basin is expected to be constructed within the southwestern portion of the property. We anticipate the detention area will extend to an approximate depth of 5 feet below existing grade elevations.

## SCOPE OF SERVICES

The field operations, laboratory testing, and engineering report preparation were performed under the direction and supervision of a licensed professional engineer. Our services were performed according to generally accepted standards and procedures in the practice of geotechnical engineering in this area. Our scope of services for this project is as follows:

1. We drilled a total of sixteen soil borings extending to a depth of 10 feet within existing and proposed pavement areas and adjacent to the gravel path around the perimeter of the park. The borings were located as follows:

Boring Location	Boring Nos.
North Central Parking Area	B-01 and B-02
Addition	
Existing Central Parking Area	B-03 through B-06
Central Parking Area Addition	B-07 through B-11
Existing Eastern Parking Area	B-12
Bike Path	B-13 and B-14
Detention Basin	B-15 and B-16

2. We performed laboratory testing on representative samples obtained from the soil borings. Laboratory testing included visual engineering classification, natural moisture content, dry density, unconfined compressive strength, and organic matter content (loss-on-ignition) determinations.

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- 3. We performed a cursory visual evaluation of the existing pavement within the property to determine the condition and to provide recommendations for reconstruction or rehabilitation.
- 4. We prepared this engineering report. Our report includes recommendations regarding pavement rehabilitation, subgrade preparation, pavement design parameters and cross-sections, and construction considerations.

### FIELD OPERATIONS

W-T Civil Engineering, LLC (W-T) in conjunction with G2 Consulting Group, LLC (G2), selected the number, location, and depth of the soil borings. The soil borings were located and staked in the field by a G2 engineer prior to field operations. The approximate soil boring locations are shown on the Soil Boring Location Plan, Plate No. 1. The ground surface elevations at the soil boring locations were interpolated from the survey provided by W-T.

The soil borings were drilled using an all-terrain vehicle (ATV) mounted rotary drilling rig. Continuousflight, 2-1/4-inch inside diameter, hollow-stem augers were used to advance the boreholes. Within each soil boring, soil samples were obtained at intervals of 2-1/2. These samples were obtained by the Standard Penetration Test method (ASTM D-1586), which involves driving a 2-inch diameter split-spoon sampler into the soil with a 140-pound weight falling 30 inches. The sampler is generally driven three successive 6-inch increments with the number of blows for each increment recorded. The number of blows required to advance the sampler the last 12 inches is termed the Standard Penetration Resistance (N). Blow counts for each 6-inch increment and resulting N-value are presented on the individual soil boring logs.

The soil samples were placed in sealed containers in the field and brought to our laboratory for testing and classification. During the drilling operations, a G2 engineer maintained logs of the encountered subsurface conditions for each boring, including changes in stratigraphy and observed groundwater levels of the soil borings to be used in conjunction with our analysis of the subsurface conditions. The final boring logs are based on the field logs, laboratory test results, and laboratory soil classification. After completion of the drilling operations, the soil borings were backfilled with auger cuttings and capped with bituminous cold patch, where appropriate.

### LABORATORY TESTING

Representative soil samples were subjected to laboratory testing to determine soil parameters pertinent to foundation design and site preparation. An experienced geotechnical engineer classified the samples in general conformance with the Unified Soil Classification System.

Laboratory testing included natural moisture content, organic matter contents, and unconfined compressive strength determinations. The unconfined compressive strengths were determined by ASTM Test Method D 2166 and by using a spring loaded hand penetrometer. The hand penetrometer estimates the unconfined compressive strength to a maximum of 4-1/2 tons per square foot (tsf) by measuring the resistance of the soil sample to the penetration of a calibrated spring loaded cylinder. Organic matter contents were determined by ASTM Test Method D 2974.

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The results of the laboratory tests are indicated on the boring logs at the depths the samples were obtained. Unless otherwise notified we will hold the soil samples for 60 days from the date of this report, after which time they will be discarded.

# SITE CONDITIONS

Spring Rock Park is located on Burlington Avenue in Western Springs, Illinois. The park perimeter is bounded on the north by Burlington Avenue, Interstate I-294 on the west, Central Avenue on the east, and 47th Street on the south. The existing park includes tennis courts, baseball fields, and skating rinks. A gravel path is present along the east, south, and west perimeters of the property and also extends into the central parking area. A bituminous access drive extends through the central portion of the property and provides access to two parking areas. A third parking area is located within the eastern portion of the property and is accessed from Central Avenue. Additionally, a water tower is located within the northern portion of the property. The park is predominantly grass-covered with areas of trees in the northeast corner and along the south perimeter of the park. Based on visual observations, the park is relatively flat with elevations generally ranging between 640 and 643 feet. The northeast corner of the property, including the eastern parking area, has elevations ranging between 658 and 660 feet.

#### SOIL CONDITIONS

Approximately 1-1/2 to 3 inches of bituminous pavement with 7 to 14-1/2 inches of underlying aggregate base are present in the existing parking areas. Within proposed pavement areas and adjacent to the existing gravel path, approximately 3 to 12 inches of silty clay topsoil are present. Fill soils, consisting predominantly of silty clay with occasional sandy silt layers, are generally present below the pavement section and topsoil and extend to approximate depths ranging between 3 and 8-1/2 feet. Native silty clay is present below the topsoil at boring B-14 and below the fill at boring B-12 and extends to the explored depth of 10 feet. Within the remaining borings, organic peat and marl underlie the fill soils and extend to the explored depth of 10 feet.

The cohesive fill soils are stiff hard in consistency with natural moisture contents ranging between 9 and 38 percent and unconfined compressive strengths ranging between 2,000 and 9,000 psf. The granular fill soils at borings B-01 and B-11 are very loose to medium compact with Standard Penetration Test N-values ranging between 2 and 16 blows per foot. Organic matter contents within the fill soils range between 3 and 9 percent. The native silty clay at borings B-12 and B-14 is stiff to very stiff in consistency with natural moisture contents ranging between 16 and 23 percent and unconfined compressive strengths ranging between 4,000 and 8,000 psf. The organic peat and marl are soft in consistency with natural moisture contents ranging between 45 and 228 percent and unconfined compressive strengths of 500 psf.

The Soil Boring Location Plan, Plate No. 1, and Soil Boring Logs, Figure Nos. 1 through 16, are presented in the Appendix. The soil profiles described above are generalized descriptions of the conditions encountered at the boring locations. General Notes defining the nomenclature used on the soil boring logs and elsewhere in this report are presented as Figure No. 17.



# **GROUNDWATER CONDITIONS**

Groundwater was encountered at approximate depths ranging between 3 and 8 feet within borings B-01 through B-11 during and upon completion of drilling operations. No measurable groundwater was encountered within borings B-12 through B-16 during or upon completion of drilling operations. Fluctuations in perched and long term groundwater levels should be anticipated due to seasonal variations and following periods of prolonged precipitation. Additionally, it should be noted that groundwater observations made during drilling operation in predominantly cohesive soils are not necessarily indicative of the static groundwater level. This is due to the low permeability of such soils and the tendency of drilling operations to seal off the natural paths of groundwater flow.

# EXISTING PAVEMENT CONDITIONS

Based on soil borings B-03 through B-06 and B-12, the existing bituminous pavement ranges in thickness from 1-1/2 to 3 inches. The bituminous pavement is underlain by approximately 7 to 14-1/2 inches of aggregate base. The aggregate base consists primarily of gravelly sand with trace to little silt.

The existing bituminous pavement within the eastern parking area is generally in poor condition with areas of high severity spalling, raveling, and fatigue cracking. Areas of pavement patching are present within the eastern parking area. The central parking areas are in poor to fair condition with moderate severity fatigue cracking. Standing water within pavement areas was also observed in isolated areas during our field operations. Photographic documentation of our visual survey is presented on Figure Nos. 18 through 22.

The observed pavement distress is likely due a combination of several factors including age, poor subgrade soils, and poor drainage within pavement areas. No information concerning the age of the pavement was available to us at the time of this report. However, we anticipate the pavement areas in the range of 10 to 20 years old and are generally near the end of their serviceable life. Additionally, organic peat and marl are present below the silty clay fill soils and have likely contributed to portions of the fatigue cracking that are observed within the pavement surface. The poor water drainage has allowed water to infiltrate the aggregate base through cracks in the pavement surface and along the edges of the pavement resulting in areas of moderate to high severity fatigue cracking.

#### EXISTING PAVEMENT REHABILITATION RECOMMENDATIONS

Based on the existing pavement surface conditions within the existing parking lots and access drive areas, the existing bituminous pavement section has generally reached the end of its serviceable life and should be replaced with a new structurally adequate bituminous and aggregate base section.

If some adjustment to the existing pavement elevations can be tolerated, we recommend pulverizing the existing pavement materials in place to a depth of 10 inches. The pulverized base should be shaped and graded to allow the placement of the new recommended bituminous pavement section. Pulverizing the existing pavement will result in a grade change of approximately 3 to 5 inches above the existing



pavement elevation after installation of the new bituminous section. If adjustments to the existing pavement grade cannot be tolerated, the existing bituminous pavement and underlying aggregate base should be completely removed from within the pavement areas to allow for construction of a new pavement section.

Following rough shaping and grading of the pulverized material, the exposed surface should be proof rolled with a heavy rubber-tired vehicle, such as a loaded tandem-axle dump truck, to identify any soft or yielding subgrade soil conditions. Where proof rolling identifies excessive rutting or deflection, the pulverized base or existing aggregate base should be removed to expose the unstable subgrade soils. The unstable subgrade soils should be undercut as necessary to expose stable subgrade soils. The undercut areas may be backfilled in an engineered manner with excess pulverized material or dense-graded aggregate base meeting the requirements of Illinois Department of Transportation (IDOT) CA 6. Based on the silty clay subgrade soils beneath the existing aggregate base, the contractor should expect a moderate amount of instability to occur during proof rolling operations. Following proof rolling, undercutting and backfilling, the exposed base should be compacted to achieve a density of at least 98 percent of the maximum dry density as determined by the Modified Proctor compaction test (ASTM D 1557).

### NEW PAVEMENT AREAS

Within new pavement and proposed bike path areas, the existing topsoil, vegetation, and trees should be removed in their entirety. The exposed silty clay subgrade should be proof rolled in a manner similar to as described in the previous section prior to placement of any aggregate base.

We anticipate a moderate amount of instability can be expected within new pavement areas due to the nature of the existing silty clay fill within the property. In areas where instability is encountered, we generally recommend removing the upper 12 inches and bridging the unstable soils with crushed concrete or limestone meeting the gradation requirements of IDOT CA 1. A geotextile fabric should be placed below the crushed material to provide separation between the crushed material and the silty clay subgrade. Modifications to the undercutting procedure may be required depending on the degree of instability that is observed. We recommend an experienced geotechnical engineer or technician be on site to observe proof rolling operations and to provide direction for any undercuts that may be necessary.

#### PAVEMENT CROSS-SECTION

The pavement subgrade soils are expected to consist predominantly of stiff to hard silty clay fill with trace organic matter. Silty clay is generally considered poor for the direct support of conventional pavement structures due to poor drainage characteristics and high susceptibility to frost action. We recommend the use of an IBR value of 3 percent for design of pavements supported on the existing silty clay fill soils. This IBR value has been selected to reflect seasonal effects of moisture and temperature changes on the silty clay subgrade soils as well as the trace organic matter of the material.

No data regarding expected traffic frequencies and type of vehicles was available. However, we assume that traffic will predominantly include passenger vehicles, small to medium sized transport buses, and occasional delivery and garbage trucks. For a design life of 20 years, we estimate this combination of vehicles may result in approximately 40,000 equivalent 18-kip single-axle loads (ESALs) within parking

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and access drive areas. Based on design procedures presented in Chapter 54 of the Illinois Department of Design and Environment Manual, we recommend the following minimum pavement sections for rehabilitation of existing bituminous parking and access drive areas.

Minimum Flexible Pavement Section with Pulverized Base	
Material	Thickness
Bituminous Surface Course (IDOT Superpave IL 9.5 or IL 12.4, Mixture C, N50)	1-1/2 inches
Bituminous Binder Course (IDOT Superpave IL 19.0, N50)	2-1/2 inches
Pulverized Base	10 inches

The flexible pavement section is based on a structural coefficient number of 0.40 for the bituminous surface course, a structural coefficient number of 0.33 for bituminous binder course, and a structural coefficient number of 0.07 for the pulverized subbase material. The pulverized base structural coefficient has been adjusted to reflect the trace to little silt and clay that is present in the existing aggregate base.

Within new pavement areas or if the existing pavement and aggregate base are completely removed, we recommend the following pavement section.

Minimum Flexible Pavement Section with Pulverized Base									
Material	Thickness								
Bituminous Surface Course (IDOT Superpave IL 9.5 or IL 12.4, Mixture C, N50)	1-1/2 inches								
Bituminous Binder Course (IDOT Superpave IL 19.0, N50)	1-1/2 inches								
Aggregate Base Course (IDOT Type B CA-6 Crushed)	10 inches								

A structural coefficient number of 0.11 may be used for the aggregate base material. G2 Consulting Group, LLC should be contacted to evaluate our recommended minimum pavement sections once traffic loading conditions become available.

For trash dumpster pick-up areas within the pavement area, it should be noted the large trucks could impose significant concentrated wheel loads during loading/unloading. This type of loading can result in rutting of asphalt pavements and, ultimately, in failure. Therefore, we recommend reinforced concrete pavement, at least 8 inches in thickness, be used in these areas.



#### **Bike Path**

We anticipate loading conditions for the bike path will be minimal and recommend the following section.

Flexible Pavement Section for Bike Path	
Material	Thickness
Bituminous Surface Course (IDOT Superpave IL 9.5 or IL 12.4, Mixture C, N50)	2 inches
Aggregate Base Course (IDOT Type B CA-6 Crushed)	5 inches

#### Maintenance

The owner should be prepared for higher maintenance costs over the life of the pavement due to the underlying peat and marl layers within the property which will contribute to long-term subsidence of the pavement surface, particularly in new pavement areas. We strongly recommend that regular, timely maintenance be performed on bituminous pavement to reduce the potential deterioration associated with moisture infiltration through surface cracks. The owner should be prepared to seal the cracks with hot-applied elastic crack filler as soon as possible after cracking develops and as often as necessary to block the passage of water to the subgrade soils.

#### Drainage

The existing pavement surface is currently drained by water runoff to the edges of the pavement. Areas of standing water are apparent at the pavement edges as well as in isolated locations within the pavement areas. Much of the observed pavement distress can be attributed to poor water drainage within and around the pavement areas. As the water enters the aggregate base through cracks and at the pavement edges it saturates the underlying silty clay subgrade. The weakened subgrade provides poor support for the pavement resulting in fatigue cracking within the bituminous pavement.

We strongly recommend improving the drainage within the pavement surface and around the pavement edges to limit water infiltration into the aggregate base. The pavement surface and subgrade surface should be properly crowned to promote effective surface and subsurface drainage and to prevent water from ponding at the pavement edges. Based on the cohesive subgrade soils present throughout the site, we recommend "stub" or "finger" drains be provided around low parts of the pavement areas to minimize the accumulation of water above and within any frost susceptible subgrade soils. We also recommend pavement subbase material consist of non frost-susceptible aggregates.

#### **DETENTION BASIN RECOMMENDATIONS**

A detention basin will be constructed within the southwest portion of the property. No information concerning the proposed detention basin depth was available. However, we anticipate the detention basin will be constructed with a bottom elevation of approximately 635 feet. Soil borings B-15 and B-16 were noted to be dry during and upon completion of drilling operations.



The silty clay fill and underlying organic soils will provide for very low dissipation rates. A coefficient of permeability (k) of  $1 \times 10^{-7}$  cm/sec can be used in estimating the dissipation rates through these soils. Based on the predominantly cohesive soils, we recommend the detention basin be designed with an overflow structure.

For permanent slopes we recommend a maximum slope of 3:1 (horizontal to vertical). Permanent slopes should be promptly and adequately vegetated to minimize erosion of the slope face. Where standing water will be present, such as detention areas, we recommend a maximum slope of 6H:1V to allow for safe egress from the detention area. Steeper slopes may be used if a fence is provided around the basin.

#### GENERAL COMMENTS

We have formulated the evaluations and recommendations presented in this report relative to site preparation and foundations on the basis of data provided to us relating to the location, type, and grade for the proposed site. Any significant change in this data should be brought to our attention for review and evaluation with respect to the prevailing subsurface conditions.

The scope of the present investigation was limited to evaluation of subsurface conditions for the support of the building foundation and other related aspects of the development. No chemical, environmental or hydrogeological testing or analysis were included in the scope of this investigation. If changes occur in the design, location, or concept of the project, the conclusions and recommendations contained in this report are not valid unless G2 Consulting Group, LLC reviews the changes. G2 Consulting Group, LLC will then confirm the recommendations presented herein or make changes in writing.

We have based the analyses and recommendations submitted in this report upon the data from soil borings performed at the approximate locations shown on the Soil Boring Location Plan, Plate No. 1. This report does not reflect variations that may occur between the actual boring locations and the actual structure locations. The nature and extent of any such variations may not become clear until the time of construction. If significant variations then become evident, it may be necessary for us to re-evaluate our report recommendations.

Soil conditions at the site could vary from those generalized on the basis of soil borings made at specific locations. It is, therefore, recommended that G2 Consulting Group, LLC be retained to provide soil engineering services during the site preparation, excavation, and foundation construction phases of the proposed project. This is to observe compliance with the design concepts, specifications, and recommendations. Also, this allows design changes to be made in the event that subsurface conditions differ from those anticipated prior to the start of construction.

# APPENDIX

54

Soil Boring Location Plan

Soil Boring Logs

General Notes

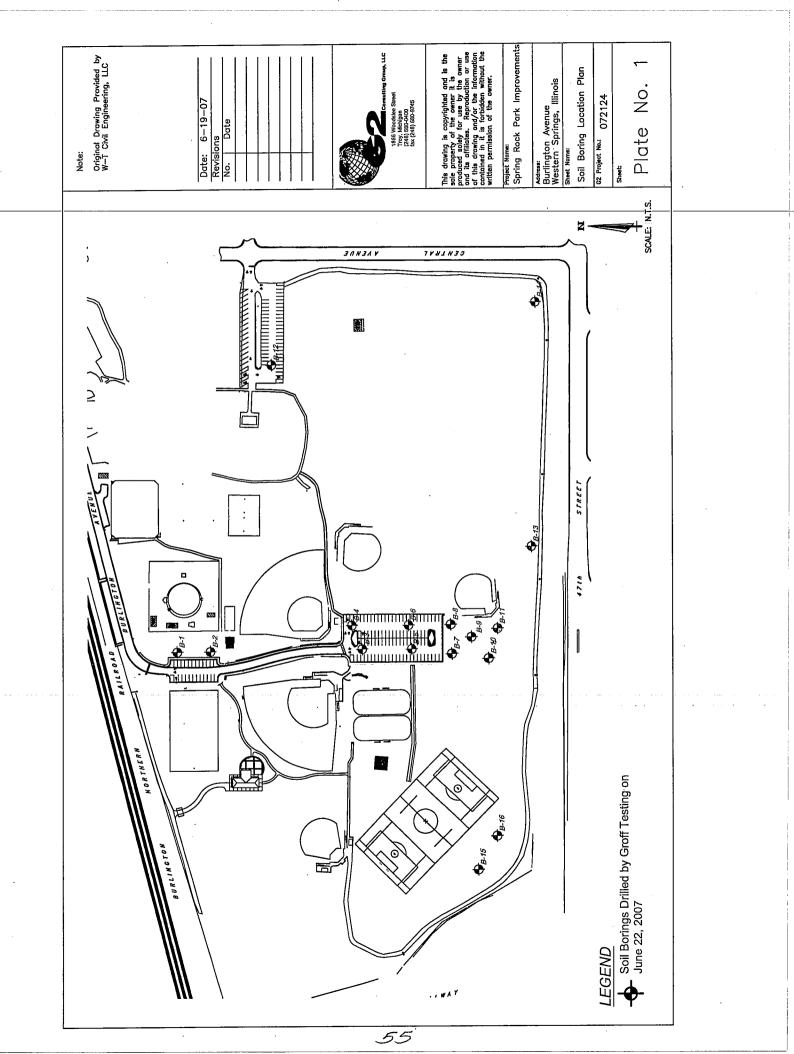
Photographic Documentation

Plate No. 1

Figure Nos. 1 though 16

Figure No. 17

Figure Nos. 18 through 22



-	ect Nam ect Loca	tion: Burlington Avenue	5				Soil I	Boring	No. B	6-01
<u></u>		Western Springs, Illinois			VX					
	-	No. 072124						ensulting Group	, LLC	
Cne	cked By	SUBSURFACE PROFILE				S	OIL SAM	PLE DAT	A	
ELEV.	PRO-	GROUND SURFACE ELEVATION: 6	13.0	DEPTH	SAMPLE	BLOWS/	STD, PEN RESISTANCE	MOISTURE	DRY DENSITY	UNCONF COMP. ST
(FT)	FILE			(FT)	TYPE/NO.	(6-INCHES)	(N)	(PERCENT)	(PCF)	(PSF)
	*****	Topsoil: Black Silty Clay	0.5							
-			-	_						
_			F	-	~ ~	3	10			0000*
					S-1	6	10	19.4		<u>9000*</u>
1		Fill: Hard Brown, Gray, and Black Silty C with trace sand, gravel, and organic matt	lay er							
_			-	. <del>.</del>		2 2				
538.0			-	5	S-2	23	5	14.6		9000*
_			6.0							
-		Fill: Very Loose Brown Silty Sand with tr	ace	-		1				
-		clay, gravel, and organic matter			<u>S-3</u>	1	2	49.5_		
-			ŀ							
			8.5							
-		Soft Gray Marl with trace shell fragmen	ts							
22.0			10.0	10	S-4	WT		44.7		500*
533.0	SECTE	End of Boring	10.0							
					·	· ·				
_			-							
-			-							
528.0				15		·	L			<u> </u>
Drillir	Depth: ng Date:	10 FT June 22, 2007		Enc	ountered a	servation: at 6 feet; 6	feet upon c	ompletion o	f drilling	
nspec Contra	tor:	M. Jackson Groff Testing		ope	rations					
Drille	r:	T. Hadders		Notes WT	: = Weight	of Hamm	er			
Drillir	ng Meth	od:		* C	alibrated H	of Hamm Iand Penet	rometer			
3-1/-	+ inch ir	side diameter hollow stem augers		Plugg	ing Proce	dure:	ith auger cu	ittings		
				001		tokinica w	ini augoi ou	ungo		

Proj	ect Nan	ne: Spring Rock Park Imp	rovements			and the second se	Soil I	Boring	No. <b>B</b>	8-02
Proj	ect Loc	ation: Burlington Avenue Western Springs, Illing	ois							
G2 I	Project	No. 072124					2			
Che	cked By				·····			nsulting Grou		
		SUBSURFACE PROF	ILE			· · · · ·		PLE DAT		TRICONT
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVA	ATION: 644.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST. (PSF)
	41 <u>8-818</u> 1 <u>7</u> -818-8	Topsoil: Black Silty C	Clay 0.7	,						
		Fill: Stiff to Very Stiff Brown, C Silty Clay with trace sand, grav matter	iray, and Black el, and organic		S-1	4 5 4	9	12.9		7000*
 <u>639.</u> 0		Organic Matter = 8.5% Gravel seam at 5 fe			<u>S-2</u>	2 5 4	9	33.3		4000*
		Soft Gray Marl with trace she			<u>S-3</u>	1 1 0	<u>1</u>	81.6		500*
634.0		End of Boring	10.0	0 10	<u> </u>	WT_		144.2		500*
										· · · · · · · · · · · · · · · · · · ·
 <u>629.0</u>	De	10 FT				oservation:				
Total Depth:10 FTWater Level Observation:Drilling Date:June 22, 2007Encountered at 5 feet; 5 feet upon completion of drilling operationsInspector:M. JacksonNotes:Contractor:Groff Testing Driller:Notes:Drilling Method: 3-1/4 inch inside diameter hollow stem augersNotes:Plugging Procedure: Soil boring backfilled with auger cuttingsFigure Notes:								gure No. 2		

r <u> </u>											
Proj	ect Nan	e: Spring Rock Park Improvements		<i>Ca</i>	A2516	Soil E	Boring	No. B	-03		
Proj	ect Loc	ation: Burlington Avenue Western Springs, Illinois									
G2 I	Project I	No. 072124				2					
Che	cked By					Con	nsulting Grou	p, LLC			
SUBSURFACE PROFILE					S	OIL SAM					
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 642.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST. (PSF)		
		Bituminous Pavement (1-1/2 inches) 0.1									
		Aggregate Base (14-1/2 inches)									
_		<u>ار ا</u>			2						
				<u>S-1</u>	5 8	13	25.8		6000*		
		Fill: Very Stiff Black and Gray Silty Clay with									
		trace sand, gravel, and organic matter					ł				
					1						
637.0		5.0	5	S-2	2 4	6	38.2		50 <u>00</u> *		
	7 77 7 77 77 77 77										
	<u> </u>										
	<u> </u>	Soft Black Peat									
	<u>n n</u> n				0						
	<u> </u>			S-3	1	2	134.4		500*		
		8.0	<u>' </u>								
		Soft Gray Marl with trace shell fragments									
632.0		10.0	10	S-4			140.1		500*		
		End of Boring									
			L .								
•		· · · · · · · · · · · · · · · · · · ·				••					
				-							
				-							
_											
627.0			15								
Total Drillir Inspec	Depth: 1g Date: 2tor:	10 FT June 22, 2007 M. Jackson	Enc	r Level Ob ountered a rations	oservation: at 6 feet; 6	feet upon co	ompletion c	of drilling			
Contra Drille	actor:	Groff Testing T. Hadders	Notes								
Drillin	Drilling Method:			WT = Weight of Hammer * Calibrated Hand Penetrometer							
3-1/	4 inch i	nside diameter hollow stem augers	Plugg Soil	ing Proce boring ba	dure: ickfilled w	ith auger cu	ttings				
				_				Fig	gure No. 3		

Proj	ect Nam	e: Spring Rock Park Improvements				Soil I	Boring	No. <b>B</b>	8-04		
Proj	ect Loca	ation: Burlington Avenue Western Springs, Illinois									
G2 I	Project N	No. 072124			t c	2					
Che	cked By	:		·		Concernent Co	nsulting Grou	p, LLC			
		SUBSURFACE PROFILE		SOIL SAMPLE DATA							
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 642	(/	H SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST. (PSF)		
	*****	Bituminous-Pavement (2-inches)	0.2	-							
		Aggregate Base (10 inches)	1.0		1						
					2						
			Ē		35	8	15.8		5000*		
			.								
		Fill: Stiff to Very Stiff Gray, Brown, and Blac Silty Clay with trace sand, gravel and organic	K –	1							
		matter		· ·							
			-	1	2						
637.0		Organic Matter = 3.0% (S-1)	5	S-2	2 4	6	16.4		3000*		
0.007.0			5.5								
	$\underline{\mathcal{M}}$										
	<u> </u>		F								
	7 77 7 7 7 7	Soft Black Peat			1						
	<u> vu vu</u>		Γ	- S-3	2	4	177.5		500*		
	4 <u>84</u> 8 84 84		8.0								
			0.0	1							
		Soft Gray Marl with trace shell fragments	-	1							
632.0			10.0 10	S-4	WT		181.3		500*		
032.0	Merce	End of Boring		_							
							•				
-			•								
			-	1							
		· · · · ·	~	1							
			F	-							
627.0			15								
	Depth:	10 FT	Wa	ter Level Ol	bservation	:	•. ••				
Drillin	ng Date:		E	ncountered illing opera	at 6-1/2 fe	et; 6-1/2 fee	t upon com	pletion of			
Inspec	actor:	Groff Testing									
Drille		T. Hadders	Not W	T = Weigh	t of Hamm	ier					
Drillin 3-1/	ng Meth 4 inch ir	od: nside diameter hollow stem augers	*	Calibrated l	Hand Pene	trometer					
5-17		······································	Plu	gging Proce	dure:	vith auger cu	ttinge				
			50	on oormg bi	aorinitu V	an auger cu	unigo	<u>ت</u> ت:	gure No. 4		
		······	EQ		· · ·			r l	guie 110, 4		
			59								

-	ject Name:	Spring Rock Park Improvements		Ø		Soil I	Boring	No. E	8-05
-	ject Locatio Project No.	Western Springs, Illinois				2			
Che	cked By:			1			nsulting Grou		
		SUBSURFACE PROFILE			BLOWS/	OIL SAM			UNCONF.
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 641.5	()	SAMPLE TYPE/NO.	(6-INCHES)	RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DENSITY (PCF)	COMP. ST. (PSF)
		Bituminous Pavement (3-inches)	0.3		·				
-		Aggregate Base (9 inches)	<u>1.1</u> -	-					
- - -		Fill: Very Stiff Brown, Gray, and Black Silty Clay with trace sand, gravel, and organic matter	3.5	<u></u>	2 3 8	11	20.8		6000*
- <u>636.5</u>	マン 文字 示 マテ マテ マテ マテ マテ マテ マテ マテ マテ マテ	Soft Black Peat	5.5	<u>S-2</u>	3 1 1	2			500*
-		Soft Gray Marl with trace shell fragments		<u>S-3</u>	WT		125.5		500*
<u>631.5</u>		End of Boring	10.0 10	<u>S-4</u>	WT		174.1		500*
				-		·	•		
-			-	-					
-			_	-					
Drillin Inspec Contra	actor:	10 FT June 22, 2007 M. Jackson Groff Testing	Eno	erations	oservation: at 6 feet; 6	feet upon c	ompletion o	of drilling	L
Drille Drilli				s: = Weight			·		
		· ·	Soi	l boring ba	ackfilled w	ith auger cu	ttings	Fi	gure No. 5

	ect Name ect Locat			Æ		Soil I	Boring	No. B	6-06
-		Western Springs, Illinois 0. 072124				2	nsulting Grou	n. 11C	
Chee	cked By:			l		OIL SAM			
ELEV.	PRO-	SUBSURFACE PROFILE	DEPTH	SAMPLE	T		MOISTURE	DRY DENSITY	UNCONF. COMP. ST.
ELEV. (FT)	FILE	GROUND SURFACE ELEVATION: 641.5	DEPTH (FT)	TYPE/NO.	BLOWS/ (6-INCHES)	RESISTANCE (N)	(PERCENT)	(PCF)	(PSF)
		Bituminous-Pavement (2-inches)0 Aggregate Base (10 inches)	4						·
4		Aggregate Dase (10 menes)	<u> </u>						
-		Fill: Stiff Brown and Gray Silty Clay with trace sand and gravel		<u>S-1</u>	2 3 4	7	20.2		4000*
- 636.5	77 77 7 77 7 77 77 7 77 7 7 77 7 7 77 7	Soft Black Peat			2 1 4	5	23.2		500*
	1 24 8			• •					
1		Soft Gray Marl with trace shell fragments	<u>0</u> 	<u>- S-3</u>		1	151.4		500*
-			-						
631.5		10	.0 10	S-4	WT		151.7		500*
		End of Boring		.'					
				·		•	•		
- - -			-	-					
626.5			15						
Drillin Inspec Contra Drille Drillin	actor: r: ng Metho	10 FT June 22, 2007 M. Jackson Groff Testing T. Hadders od: side diameter hollow stem augers	Enc dril Notes W1	countered a ling opera s: C = Weight alibrated I	tions t of Hamm Hand Pene	et; 5-1/2 fee	· .	pletion of	•
			~			5	-	Fi	gure No. 6
			61					11	

Project Name:

Project Location:

Spring Rock Park Improvements

Burlington Avenue Western Springs, Illinois

G2 Project No. 072124

Checked By:



# Soil Boring No. **B-07**

<u> </u>	SUBSURFACE PROFILE					OIL SAM			INCOMP
ELEV. PRO- (FT) FILE	GROUND SURFACE ELEVATION: 64	1.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF COMP. ST (PSF)
XXXXX	Topsoil: Black Silty_Clay	<u> </u>							
	Fill: Very Stiff Brown and Black Silty Clay w trace sand, gravel, and organic matter	ith 3.0		<u>S-1</u>	3 4 3	7	24.1		6000*
<u>36.0 1/2 2/2 2/2</u> 27/2 2/2 27/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2 2/2	Soft Black Peat		5	<u>S-2</u>	1 1 1	2	97.7		500*
	Soft Gray Marl with trace shell fragments			<u>S-3</u>	WT		98.0		500*
31.0	End of Boring	10.0	10	S-4	WT		132.6		500*
-	<b>b</b>		 			- - - 			, 
- ,		-							
526.0			15						
Fotal Depth: Drilling Date: nspector: Contractor: Driller: Drilling Metho	M. Jackson Groff Testing T. Hadders		Water Enc. oper Notes WT * Ca Plugg	ountered a rations = Weight alibrated F ing Proces	of Hamm Iand Pene dure:	feet upon co			gure No.

Proje	ect Name:	Spring Rock Park Improvements		<u>Ki</u>		Soil E	Boring	No. <b>B</b>	8-08
Proje	ect Location	n: Burlington Avenue Western Springs, Illinois							
G2 F	Project No.	072124				<b>2</b>		- 110	
Cheo	cked By:			<u> </u>			nsulting Grou		<u> </u>
		SUBSURFACE PROFILE			BLOWS/	OIL SAM	MOISTURE	עשת	UNCONF.
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 641.0	DEPTH (FT)	SAMPLE TYPE/NO.	(6-INCHES)	RESISTANCE (N)	CONTENT (PERCENT)	DENSITY (PCF)	COMP. ST. (PSF)
-	<u></u>	Topsoil: Black Silty Clay				•			
		Fill: Stiff to Very Stiff Brown and Gray Silty		<u>S-1</u>	6 5 6	11	15.7		7000*
36.0		Clay with trace sand, gravel, and organic matter Organic Matter = 4.7% (S-2)		<u> </u>	2 2 2	4	27.7		2000*
		Soft Gray Marl with trace shell fragments		<u>S-3</u>	WT		<u>89.6</u> 97.0		500*
31.0	2024220	End of Boring	0 10	S-4	<u></u>		97.0		
· · · ·	•		- · ·						
5 <u>26.</u> 0			15			ļ			
Fotal I Drillin Inspec Contra Drillen Drillin	actor: r: ng Method:	10 FT June 22, 2007 M. Jackson Groff Testing T. Hadders le diameter hollow stem augers	Enc ope Notes W1 * C	countered a rations : ' = Weight alibrated H	of Hamm Hand Pene	feet upon co	- -		
								Fi	gure No.

Proj	ect Nan	ne: Spring Rock Park Improvements	<u></u>			Soil	Boring	No. <b>I</b>	3-09	
Proj	ect Loc	ation: Burlington Avenue Western Springs, Illinois								
G2 ]	Project 1	No. 072124			te?	2				
Che	cked By	/:		Consulting Group, LL						
		SUBSURFACE PROFILE					PLE DAT			
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 640.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST. (PSF)	
	<u></u>	Topsoil: Black Silty Clay	.5							
		Fill: Stiff to Very Stiff Brown, Gray, and Black Silty Clay with trace sand, gravel, and organic matter		<u> </u>	2 3 5 5	8	16.8		7000*	
635.0		4 inch gravel seam at 5 feet	.0 5	S-2	1 1 1	2	21,3		3000*	
		Soft Gray Marl with trace shell fragments		<u> </u>	WT		144.2		500*	
630.0		End of Boring	.0_10	S-4	WT		130.4	-	500*	
			-							
						•••				
625.0			15			•				
625.0         Total Depth:       10 FT         Drilling Date:       June 22, 2007         Inspector:       M. Jackson         Contractor:       Groff Testing         Driller:       T. Hadders         Drilling Method:       3-1/4 inch inside diameter hollow stem augers				ountered a rations = Weight alibrated F ing Proces	of Hamme Iand Penet Iure:	er	ompletion o		gure No. 9	

Project Name: Spring Rock Park Improvements				Soil Boring No. <b>B-0</b>							
Proj	Project Location: Burlington Avenue Western Springs, Illinois							• .			
G2	Project N	No. 072124		<i>M</i>	t et	2	,				
Che	Checked By:										
	SUBSURFACE PROFILE			SOIL SAMPLE DATA							
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 640.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	CONTENT (PERCENT)	DENSITY (PCF)	COMP. ST. (PSF)		
	<u>11-2-11-3</u> 11-2-11-3 1-3-11-3	Topsoil: Black Silty Clay									
		Fill: Very Loose Brown and Black Sandy Silt with trace gravel and organic matter 3.5		S-1	2 2 2	4					
 _635.0		Very Loose Brown, Gray, and Black Organic Silt		S-2	1 1 0		170.8				
		5,5	 								
		Soft Gray Marl with trace shell fragments		<u>S-3</u>	<u>WT</u>		138.9		500*		
630.0		End of Boring	10	<u>S-4</u>	WT		171.6		500*		
		······································			··· ·· ·						
							•				
625.0			15								
Total Depth:10 FTDrilling Date:June 22, 2007Inspector:M. JacksonContractor:Groff TestingDriller:T. HaddersDrilling Method:		June 22, 2007 M. Jackson Groff Testing T. Hadders	Water Level Observation: Encountered at 3 feet; 3 feet upon completion of drilling operations Notes: WT = Weight of Hammer * Calibrated Hand Penetrometer						:		
Plugging Procedure: Soil boring backfilled with auger cuttings								Fim	ire No. 10		
<u> </u>		la F	<								

Project Name: Spring Rock Park Improvements					Soil Boring No. <b>B-1</b>							
	ect Loca	tion: Burlington Ave Western Spring Io. 072124										
	-		Consulting Group, LLC									
Checked By: SUBSURFACE PROFILE					SOIL SAMPLE DATA							
ELEV.	PRO-	GROUND SURFACE I	ELEVATION: 640.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE		DRY DENSITY	UNCONF. COMP. ST.		
(FT)	FILE			(F1)			(N)	(PERCENT)	(PCF)	(PSF)		
	<u>1/ 21/ 3</u>	Topsoil: Black										
			1.									
		Fill: Medium Compact (	Fill: Medium Compact Gray and Black Sandy			2			:			
		Silt with trace clay, gravel, and organic matter			<u>S-1</u>	11 5	16	16.6				
 			3,									
		Fill: Very Loose Compac Silt with trace clay, grav	t Gray and Black Sandy el, and organic matter									
				5	S-2		2 ·					
635.0		<u> </u>	5.	<u> </u>		<u> </u>	<u> </u>					
L -												
		Soft Gray Marl with t	ace shell fragments		<u>S-3</u>	WT		156.9		500*		
630.0			10.	0 10	S-4	WT		158.5		500*		
050.0		End of B	oring									
L -												
	-	· · · · · · · · · · · ·	· · · · · · · · ·		•	•	•••		•			
			• •	- ·	1							
	1			「 ·								
625.0				15				<u> </u>				
Drilling Date: J Inspector: I		10 FT June 22, 2007 M. Jackson	June 22, 2007 M. Jackson			Water Level Observation: Encountered at 3 feet; 3 feet upon completion of drilling operations						
				Notes:								
Drilli	ng Metho	od:	WT * C	WT = Weight of Hammer * Calibrated Hand Penetrometer								
3-1/4 inch inside diameter hollow stem augers				Plugg	Plugging Procedure:							
Soil						il boring backfilled with auger cuttings Figure No. 11						
			1010			<u></u>	<u>.</u>		гıg	<u>110 110. 11</u>		

Project Location: Burlington Avenue Western Springs, Illinois G2 Project No. 072124 Checked By: SUBSURFACE PROFILE ELEV. PRO- FILE GROUND SURFACE ELEVATION: 659. Bituminous Pavement (1-1/2-inches) Sand Base (7 inches) Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter	0.1	DEPTH (FT)	SAMPLE TYPE/NO.	S BLOWS/ (6-INCHES)	OIL SAM STD. PEN RESISTANCE (N)	MOISTURE		UNCONF. COMP. ST (PSF)
Checked By:         SUBSURFACE PROFILE         ELEV. (FT)       PRO-FILE       GROUND SURFACE ELEVATION: 659.         Bituminous Pavement (1-1/2-inches)       Sand Base (7 inches)         Sand Base (7 inches)       Sand Base (7 inches)         Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter         654.5       Very Stiff Mottled Brown and Gray Silty Clay	<u>0.9</u>	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/	OIL SAM STD. PEN RESISTANCE	PLE DAT	A DRY DENSITY	COMP. ST.
SUBSURFACE PROFILE         ELEV. (FT)       PRO-FILE         GROUND SURFACE ELEVATION: 659.         Bituminous Pavement (1-1/2-inches)         Sand Base (7 inches)         Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter         654.5         Very Stiff Mottled Brown and Gray Silty Clay	<u>0.9</u>	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/	OIL SAM STD. PEN RESISTANCE	PLE DAT	A DRY DENSITY	COMP. ST.
ELEV. (FT)       PRO- FILE       GROUND SURFACE ELEVATION: 659.         Bituminous Pavement (1-1/2 inches)       Sand Base (7 inches)         Sand Base (7 inches)       Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter         654.5       Very Stiff Mottled Brown and Gray Silty Clay	<u>0.9</u>	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/	STD. PEN RESISTANCE	MOISTURE CONTENT	DRY DENSITY	COMP. ST.
Bituminous Pavement (1-1/2-inches)         Sand Base (7 inches)         Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter         654.5         Very Stiff Mottled Brown and Gray Silty Clay	<u>0.9</u>		TYPE/NO.	(6-INCHES)				(PSF)
Sand Base (7 inches)         Fill: Stiff Gray Silty Clay with trace sand, grave and organic matter         654.5         Very Stiff Mottled Brown and Gray Silty Clay	<u>0.9</u> 1,							
654.5 Very Stiff Mottled Brown and Gray Silty Clay	.1,	• ·						
Very Stiff Mottled Brown and Gray Silty Clay			S-1	2 2 4	6	27.8		4000*
Very Stiff Mottled Brown and Gray Silty Clay		5	S-2	5 7 10	17	17.9		8000*
with trace sand and gravel				3				
			<u>S-3</u>	5 7	12	18.6		6000*
- Stiff Brown Silty Clay with trace sand and grave	<u>8.0</u> el	 	S-4	3 3 3	6	17.4		4000*
End of Boring								
					• • • • •			
644.5		15	l <u></u>					
Total Depth:10 FTDrilling Date:June 22, 2007Inspector:M. JacksonContractor:Groff TestingDriller:T. HaddersDrilling Method:3-1/4 inch inside diameter hollow stem augers		Soil oper Notes * Ca	boring dr ations alibrated H ing Process	land Pene		*, •	drilling	
		Soil	boring ba	ckfilled w	ith auger cu	ttings		

Proj	ect Nan	ne: Sprir	ng Rock Park Improv	ements		<b>A</b> al		Soil I	Boring	No. B	<b>3-3</b>
Proj	ect Loc	ation: Burli West	ngton Avenue ern Springs, Illinois	·					·		
G2 I	Project	No. 072124						2			
Che	cked By								nsulting Grou		
		SUBSUF	RFACE PROFILE				1	OIL SAM			UNCONF.
ELEV. (FT)	PRO- FILE	GROUND S	URFACE ELEVATI	ON: 643.5	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	COMP. ST (PSF)
	<u>1.</u>	T	opsoil: Black Silty Clay	0.	8						
					 	<u> </u>	4 5 5	10	14.8		9000*
-		Fill: Very S Clay	tiff to Hard Brown and with trace sand and grav	Gray Silty vel			2				
638.5				6.	5	<u>S-2</u>	2 4 4	8	16.2		7000*_
		. Soft Bla	ick Silty Clay (buried to			<u>S-3</u>	3 2 2	. 4	71.7		500*
		Soft Mottle	l Brown and Gray Marl shell fragments	with trace							
633.5				10.	0 10	S-4	3 2 2	4	76.2		500*
			End of Boring								
-  -				•••	 					•····· ·	· · · · · · · · · · · · · · · · · · ·
-				·							
 628, <u>5</u>					15						
Total I Drillin Inspec Contra Driller	ng Date: stor: actor: r:	M. Jackson Groff Testin T. Hadders			Water Soil ope Notes	rations	y during a	nd upon con	npletion of	drilling	I
Drilling Method:       * Calibrated Hand Penetrometer         3-1/4 inch inside diameter hollow stem augers       Plugging Procedure:         Soil boring backfilled with auger cuttings					re No. 1						

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Proj	ect Nam	ne: Spring Rock Park Improvements				Soil I	Boring	No. B	-4
Proj	ect Loca	ation: Burlington Avenue Western Springs, Illinois							
G2 I	Project I	No. 072124				2			
Che	cked By	/:					nsulting Grou		
		SUBSURFACE PROFILE			S	OIL SAM			
ELEV. (FT)	PRO- FILE		)EPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST. (PSF)
	<u>sh-sh</u>	Topsoil: Black Silty Clay 0.5						,	
				S-1	2 2 3	5	23.4		5000*
<u>-</u>		Very Stiff Mottled Brown and Gray Silty Clay with trace sand and gravel	_5	S-2	3 4 5	9	18.6		6000*
		7.0	-	<u>S-3</u>	2 3 4	. 7	16.4		4000*
		Stiff Gray Silty Clay with trace sand and gravel	-		2				
<u>632.0</u>		End of Boring	10	S-4	4	6	16.3		4000*
		Line of Donne							
		- · · · · · · · · · · · · · · · · · · ·							
627.0		_	<u>15</u>						
Drillir Inspec Contra Driller	actor: ::	June 22, 2007 M. Jackson Groff Testing T. Hadders od:	Soil oper Notes * Ca Plugg	boring dr rations : alibrated H ing Procee	land Pene	nd upon cor		drilling	
								Fig	ure No. 14
L		69						<u>~</u>	

Project Name:			(S)		Soil I	Boring	No. B	<b>6-5</b>
Project Locatio	on: Burlington Avenue Western Springs, Illinois					·		
G2 Project No.	. 072124				2			
Checked By:					·	nsulting Grou		
<u> </u>	SUBSURFACE PROFILE				OIL SAMPLE DATA STD. PEN MOISTURE DRY UNCON			UNCONF
ELEV. PRO- (FT) FILE	GROUND SURFACE ELEVATION: 640.0	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF. COMP. ST (PSF)
	Fill: Very Stiff to Hard Brown and Black Silty Clay with trace sand and gravel		<u>S-1</u>	4 5 4	9	17,7		9000*
35.0			<u>S-2</u>	4 3 4	7	16.4		9000*
-10 500 5 -10 500 5 -10 500 5 -10 50 5 -10	Soft Black Peat	<u>-</u>	<u>S-3</u>	2 2 2	4	55.2		500*
530.0 <u>4 44 4</u>	. 10	.0 10	S-4	1	2	227.7		500*
	End of Boring				•			
25.0								
Cotal Depth: Drilling Date: nspector: Contractor: Driller: Drilling Method 3-1/4 inch insi	10 FT June 22, 2007 M. Jackson Groff Testing T. Hadders : de diameter hollow stem augers	Soil ope Notes * C Plugg	l boring dr rations :: alibrated H ;ing Proce	Hand Pene dure:	nd upon cor		drilling	
	· · ·						Fig	ure No. 1

Project Name:

Project Location:

Spring Rock Park Improvements

Burlington Avenue Western Springs, Illinois

G2 Project No. 072124

Checked By:



## Soil Boring No. **B-6**

	SUBSURFACE PROFILE			SOIL SAMPLE DATA					
ELEV. (FT)	PRO- FILE	GROUND SURFACE ELEVATION: 639.5	DEPTH (FT)	SAMPLE TYPE/NO.	BLOWS/ (6-INCHES)	STD. PEN RESISTANCE (N)	MOISTURE CONTENT (PERCENT)	DRY DENSITY (PCF)	UNCONF COMP. SI (PSF)
		Topsoil: Black Silty Clay 0.2 Fill: Hard Brown and Black Silty Clay with trace sand, gravel, and organic matter			444	8	8.6		9000*
<u>,</u> 634.5 외		4.0 Soft Black Peat 5.5	5	<u>S-2</u>	2 2 1	3	18.2		1000*
یں۔ لا لا لا لا	AF         AF         AF           AF         AF         AF	Soft Dark Gray Peat		<u> </u>	WT				500*
<u>-</u>	11 11 11 11 11 11 11 11	End of Boring	10	<u>S-4</u>	WT		170.2		500*
-							· · · · · · · · · · · · · · · · · · ·		
624.5			15						
Total D Drilling Inspect Contrac Driller: Drilling 3-1/4	g Date: cor: ctor: g Method	10 FT June 22, 2007 M. Jackson Groff Testing T. Hadders I: ide diameter hollow stem augers	Soil ope Notes WT * C	boring dr rations = Weight alibrated F ting Proce	of Hamm Iand Pene dure:	nd upon con	• ·	drilling	



## GENERAL NOTES TERMINOLOGY

Unless otherwise noted, all terms herein refer to the Standard Definitions presented in ASTM 653.

	PARTICLE SIZE		CLASSIFICATION				
Boulder Cobbles		-greater than 12 inches -3 inches to 12 inches	sand, gravel. The second maj				
Gravel	- Coarse	-3/4 inches to 3 inches	minor constituents are reporte	d as follows:			
	- Fine	-No. 4 - 3/16 inches to					
		3/4 inches	Second Major	Minor Constituent			
Sand	- Coarse	-No. 10 to No. 4	Constituent	(percent by weight)			
	- Medium-No	. 40 to No. 10	(percent by weight)				
	- Fine	-No. 200 to No. 40					
Silt		-0.005mm to 0.074mm	Trace - 1 to 12%	Trace - 1 to 12%			
Clay		-Less than 0.005mm	Adjective - 12 to 35%	Little - 12 to 23%			
-			And - over 35%	Some - 23 to 33 %			

COHESIVE SOILS

If clay content is sufficient so that clay dominates soil properties, clay becomes the principal noun with the other major soil constituent as modifier, i.e. silty clay. Other minor soil constituents may be included in accordance with the classification breakdown for cohesionless soils, i.e., silty clay, trace sand, little gravel

Consistency	<b>Unconfined Compressive</b>	Approximate
	Strength (psf)	Range of (N)
Very Soft	Below 500	0 - 2
Soft	500 - 1,000	3 - 4
Medium	1,000 - 2,000	5 - 8
Stiff	2,000 - 4,000	9 - 15
Very Stiff	4,000 - 8,000	16 - 30
Hard	8,000 - 16,000	31 - 50
Very Hard	Over 16,000	Over 50

Consistency of cohesive soils is based upon an evaluation of the observed resistance to deformation under load and not upon the Standard Penetration Resistance (N).

#### COHESIONLESS SOILS

Density	Relative	Approximate
Classification	Density %	Range of (N)
Very Loose	0 - 15	0 - 4
Loose	16 - 35	5 - 10
Medium Compact	36 - 65	11 - 30
Compact	66 - 85	31 - 50
Very Compact	86 - 100	Over 50
, exp compare		CI I I Developed

Relative Density of cohesionless soils is based upon the evaluation of the Standard Penetration Resistance (N), modified as required for depth effects, sampling effects, etc.

#### SAMPLE DESIGNATIONS

AS - Auger Sample - Directly from auger flight.

BS - Miscellaneous Samples - Bottle or Bag.

S - Spilt Spoon Sample with Liner Insert - ASTM D 1586.

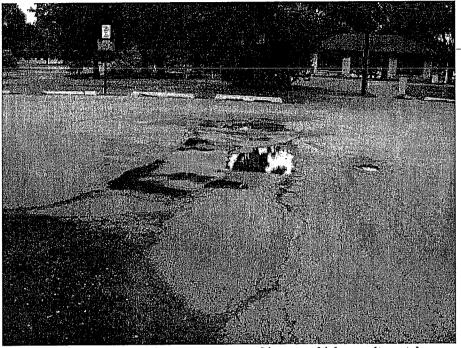
LS - Liner Sample with liner insert 3 inches in length.

ST - Shelby Tube sample - 3 inch diameter unless otherwise noted.

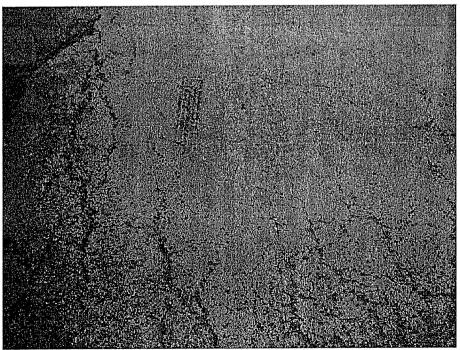
PS - Piston Sample - 3 inch diameter unless otherwise noted.

RC - Rock Core - NX core unless otherwise noted.

STANDARD PENETRATION TEST (ASTM D 1586) - A 2.0 inch outside-diameter, 1-3/8 inch inside-diameter split barrel sampler is driven into undisturbed soil by means of a 140-pound weight falling freely through a vertical distance of 30 inches. The sampler is normally driven three successive 6-inch increments. The total number of blows required for the final 12 inches of penetration is the Standard Penetration Resistance (N).

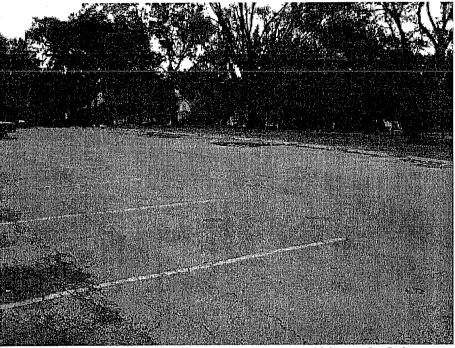


Photograph 1: Facing west in eastern most parking area, high severity patch deterioration with spalled interconnected cracks.

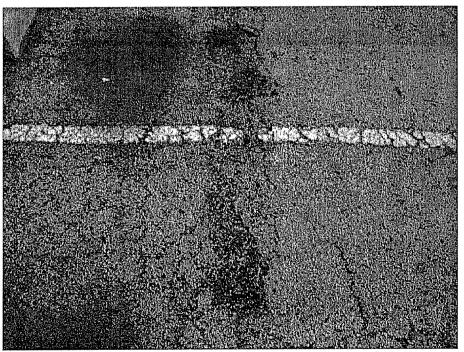


Photograph 2: Looking east in eastern parking area, high severity fatigue cracking with spalled interconnected cracks.

Figure No. 18



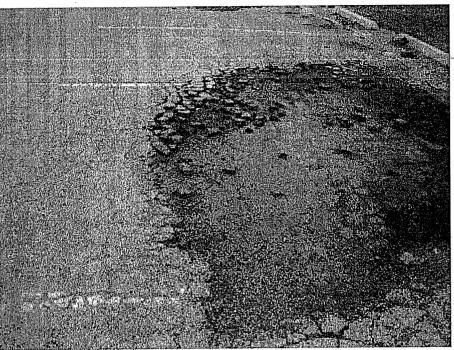
Photograph 3: Facing southeast in eastern parking area, high severity fatigue cracking with spalled interconnected cracks and high severity raveling.



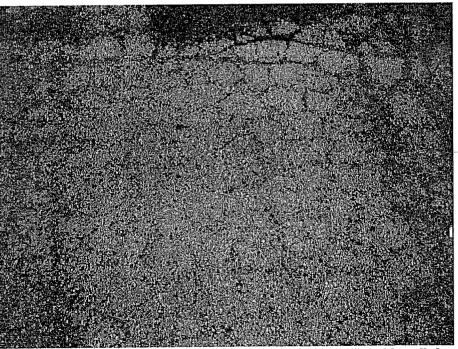
Photograph 4: Raveling in eastern parking area with loss of fine and course aggregate.

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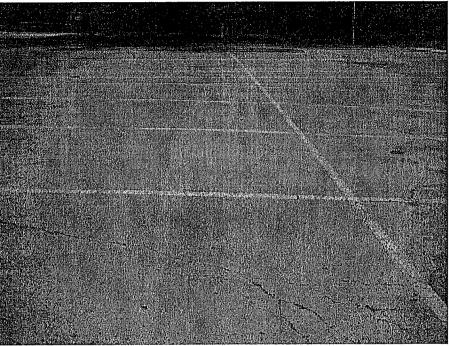
Figure No. 19



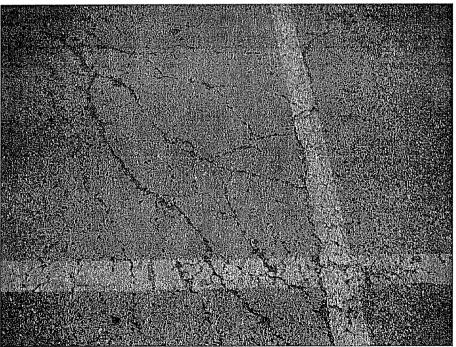
Photograph 5: Raveling in eastern parking area with loss of fine and course aggregate.



Photograph 6: Eastern parking area, high severity fatigue cracking with spalled interconnected cracks.



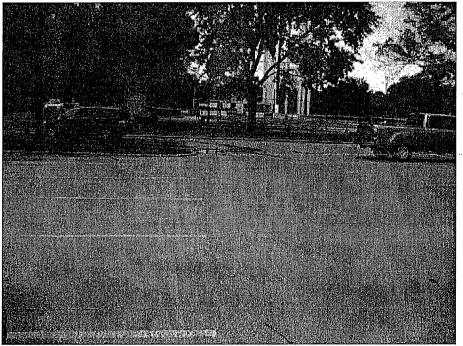
Photograph 7: Looking south in southwestern parking area, isolated area moderate severity fatigue cracking with spalled interconnected cracks.



Photograph 8: Close up view of moderate severity fatigue cracking with spalled interconnected cracks located within southwestern parking area.



Photograph 9: Facing south in southwestern parking area, moderate severity joint separation with spalled interconnected cracks.



Photograph 10: Facing north in southwestern parking area, moderate severity joint separation with spalled interconnected cracks.

# FINE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (DISTRICT ONE) Effective: May 1, 2007

Revise Article 1003.03 (c) to read:

"Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, or FA 21. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

## HOT MIX ASPHALT – DENSITY TESTING OF LONGITUDINAL JOINTS (D-1)

Effective: January 1, 2007 Revised: February 26, 2008

<u>Description</u>: This work shall consist of testing the density of longitudinal joints as part of the quality control / quality assurance (QC/QA) of hot-mix asphalt (HMA). This work shall be according to Section 1030 of the Standard Specifications except as follows.

#### Definitions:

Density Test Location: The station location used for density testing.

Density Test Site: Individual test site where a single density value is determined.

Density Reading: A single, one minute nuclear density reading.

Density Value: The density determined at a given density test site from the average of two "density readings".

#### Quality Control / Quality Assurance (QC/QA)

1030.05(d) (3) add the following paragraphs:

Longitudinal joint density testing shall be performed at each random "density test location". Longitudinal joint testing shall be located at a distance equal to the lift thickness, or a minimum of two inches, from each pavement edge. For Example, on a four inch HMA lift the near edge of the nuclear gauge or core barrel shall be within four inches from the edge of pavement. The remaining 3 density test sites shall be equally spaced between the two edge readings. Documentation shall indicate whether the joint was confined or unconfined.

The joint density value shall be determined using either a correlated nuclear gauge or cores. When using a correlated nuclear gauge, two "density readings" shall be taken at the given density test site. The gauge shall be rotated 180 degrees between "density readings". If the two "density readings" are not within 1.5 lb/cu ft (23 kg/cu m) then one additional "density reading" shall be taken. Additional "density readings" taken at a given site shall not be allowed to replace the original "density readings" unless an error has occurred (i.e. the nuclear gauge was sitting on debris).

1030.05(d) (4) Replace the density control limits table with the following:

	DENSITY CONTROL LIMITS						
Mixture Composition	Parameter	Individual Test ^{2/}	Minimum Joint Density Value				
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0 %	90.0 %				
IL-9.5,IL-9.5L, IL- 12.5	Ndesign < 90	92.5 – 97.4 %	90.0 %				
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 - 96.0 %	90.0 %				
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4 %	90.0 %				
All Other	Ndesign = 30	93.0 ^{1/} - 97.4 %	90.0 %				

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1/ 2/

92.0 % when placed as first lift on an unimproved subgrade. "Density values" shall meet the "Individual Test" density control limits specified herein.

## TEMPERATURE CONTROL FOR CONCRETE PLACEMENT (D-1) Effective May 1st 2007

Delete the second and third sentences of the second paragraph of Article 1020.14(a) of the Standard Specifications.

#### USE OF RAP (DIST 1)

Effective: January 1, 2007 Revised: August 1, 2008

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. The contractor can also request that a processed pile be tested by the Department to determine the aggregate quality.

**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 and size as listed below (i.e. "Homogenous Surface").

Prior to milling or removal of an HMA pavement, 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

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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 (9.5mm) or smaller screen. Conglomerate 3/8 RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

- (d) Conglomerate Variable Size. Conglomerate variable size RAP 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 variable size RAP shall be processed prior to testing by crushing and screening to where all RAP is separated into various sizes. All the conglomerate variable size RAP shall pass the ³/₄ in. (19mm) screen and shall be a minimum of two sizes. Conglomerate variable size RAP stockpiles shall not contain steel slag or other expensive material as determined by the Department.
- (e) 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 in consistent gradation and/or asphalt binder content. Conglomerate DQ Rap stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (f) 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 and Conglomerate Variable Size. In addition to the requirements above, conglomerate 3/8 and variable size 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 %
3/4 in. (19mm)		
1/2 in. (12.5mm)	±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 %	$\pm$ 4.0 %
Asphalt Binder	$\pm$ 0.4 % ^{1/}	± 0.5 %
Gmm	±0.02 % ^{2/}	
Gmm	±0.03 % ^{3/}	

- 1/ The tolerance for conglomerate 3/8 shall be  $\pm$  0.3 %.
- 2/ Applies only to conglomerate 3/8. When variation of the  $G_{mm}$  exceeds the  $\pm$  0.02 % tolerance, a new conglomerate 3/8 stockpile shall be created which will also require an additional mix design.
- 3/ Applies only to conglomerate variable size. When variation of the  $G_{mm}$  exceeds the  $\pm$  0.03 tolerance, a new conglomerate variable size 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 or variable size in which the coarse aggregate is Class B guality 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, conglomerate variable size, 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, conglomerate variable size, 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 Mix Rap Percentage

HMA N	Aixtures 1/3"	Maximum % Rap			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified		
30	30/40 2/	30	10		
50.	25/40 2/	15/25 ^{2/}	10		
70	25/30 ^{2/}	10/20 ² /	10		
90	10/15 ^{2/}	10/15 ^{2/}	10		
105	10/15-2/	10/15 ^{-2/}	10		

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

- 2/ Value of Max % RAP If 3/8 Rap or conglomerate variable size RAP is utilized.
- 3/ When RAP exceeds 20%, and used in an overlay and AC shall be PG 58-22. When used in full depth HMA, base course, shoulders, or stab subbase the AC shall be 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 or conglomerate variable size RAP, a positive dust control system shall be utilized.

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

(a) Drier Drum Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA Mix number assigned by the Department

(3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons)Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(4) Accumulated dry weight of RAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton)

(5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAP material (per size) as a percent of the total mix to the nearest 0.1 unit.

(8) Aggregate and RAP moisture compensators in percent as set on the control panel (Required when accumulated or individual aggregate and RAP are printed in wet condition).

(b) Batch Plants

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA mix number assigned by the Department.

(3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram)

(4) Mineral filler weight to the nearest pound (kilogram).

(5) Individual RAP Aggregate weight to the nearest pound (kilogram).

(6) Virgin asphalt binder weight to the nearest pound (kilogram)

(7) Residual asphalt binder of each RAP size material as a percent of the total mix to the nearest 0.1 percent.

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

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

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Other". The testing requirements of Article 1031.03 shall not apply.

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(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."

S:\WP\MEL\MG 080609a USE of RAP.doc

## DRILLED SHAFTS FOR LIGHT POLE AND TRAFFIC SIGNAL FOUNDATIONS (DIST-1) Effective: April 1, 2008

For light pole (Section 836) and traffic signal (Section 878) drilled shaft foundations, Class SI concrete may be used in lieu of the Class DS concrete specified in Article 1020.04 of the Standard Specifications. If Class SI concrete is used, the entire length of the drilled shaft shall be vibrated.

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

## SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

- (a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
  - (1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.
  - In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
  - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
  - (3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

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

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

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

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

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

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

## SPECIAL PROVISION FOR INSURANCE

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

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

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

Western Springs Park District

W-T Civil Engineering, LLC

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

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

#### Effective: August 1, 2007

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

<u>Aggregate Expansion Values</u>. Each coarse and fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II cement having a total equivalent alkali content (Na₂O +  $0.658K_2O$ ) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates and 0.03 percent to limestone or dolomite fine aggregates (manufactured stone sand); however the Department reserves the right to perform the ASTM C 1260 test.

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

AGGREGATE GROUPS						
Coarse Aggregate or Coarse Aggregate Blend	Fine Aggregate or Fine Aggregate Blend					
ASTM C 1260 Expansion		STM C 1260 Expansi				
	<u>≤ 0.16%</u>	> 0.16% - 0.27%	> 0.27%			
≤ 0.16%	Group I	Group II	Group III			
> 0.16% - 0.27%	Group II Group II Group III					
> 0.27%	Group III	Group III	Group IV			

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

Group I - Mixture options are not applicable. Use any cement or finely divided mineral.

Group II - Mixture options 1, 2, 3, 4, or 5 shall be used.

- Group III Mixture options 1, 2 and 3 combined, 4, or 5 shall be used.
- Group IV Mixture options 1, 2 and 4 combined, or 5 shall be used.

For-Class-PP-3-concrete-the-mixture-options-are-not-applicable,-and-any_cement_may_be_used_ with the specified finely divided minerals.

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

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

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

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

- b) Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. The replacement ratio is defined as "finely divided mineral:portland cement".
  - 1) Class F Fly Ash. For Class PV, BS, MS, DS, SC, and SI concrete and cement aggregate mixture II (CAM II), Class F fly ash shall replace 15 percent of the portland cement at a minimum replacement ratio of 1.5:1.
  - 2) Class C Fly Ash. For Class PV, MS, SC, and SI Concrete, Class C fly ash with 18 percent to less than 26.5 percent calcium oxide content, and less than 2.0 percent loss on ignition, shall replace 20 percent of the portland cement at a minimum replacement ratio of 1:1; or at a minimum replacement ratio of 1.25:1 if the loss on ignition is 2.0 percent or greater. Class C fly ash with less than 18 percent calcium oxide content shall replace 20 percent of the portland cement at a minimum replacement ratio of 1.25:1.

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

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

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

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

- Microsilica or High Reactivity Metakaolin. Microsilica solids or high reactivity metakaolin-shall-be-added-to-the-mixture-at-a-minimum_25_lb/cu_yd_(15_kg/cu_m)_or_ 27 lb/cu yd (16 kg/cu m) respectively.
- c) Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.60 percent. When aggregate in Group II is involved, any finely divided mineral may be used with a portland cement.
- d) Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na₂O + 0.658K₂O) of 0.45 percent. When aggregate in Group II or III is involved, any finely divided mineral may be used with a portland cement.
- e) Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

<u>Testing</u>. If an individual aggregate has an ASTM C 1260 expansion value > 0.16 percent, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The ASTM C 1293 test shall be performed with Type I or II cement having a total equivalent alkali content (Na₂O + 0.658K₂O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container or wick of absorbent material, ASTM C 1293 test results with an alkalireactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly.

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

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

## BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)

Effective: November 2, 2006 Revised: January 2, 2007

<u>Description</u>. For projects with at least 1200 tons (1100 metric tons) of work involving applicable bituminous materials, cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and pavement preservation type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

Method of Adjustment. Bituminous materials cost adjustments will be computed as follows.

 $CA = (BPI_P - BPI_L) \times (%AC_V / 100) \times Q$ 

Where: CA = Cost Adjustment, \$.

- BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPIL = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- $%AC_V =$  Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.

Q = Authorized construction Quantity, tons (metric tons) (see below).

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 24.99) / 1000. When
 computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: Q, tons =  $V \times 8.33$  lb/gal x SG / 2000 For bituminous materials measured in liters: Q, metric tons =  $V \times 1.0$  kg/L x SG / 1000

Where: A

V

- A = Area of the HMA mixture, sq yd (sq m).
   D = Depth of the HMA mixture, in. (mm).
- $G_{mb}$  = Average bulk specific gravity of the mixture, from the approved mix design.
  - = Volume of the bituminous material, gal (L).

SG = Specific Gravity of bituminous material as shown on the bill of lading.

<u>Basis of Payment</u>. Bituminous materials cost adjustments may be positive or negative but will only be made when there is a difference between the  $BPI_L$  and  $BPI_P$  in excess of five percent, as calculated by:

Percent Difference = { $(BPI_L - BPI_P) \div BPI_L$ } × 100

Bituminous materials cost adjustments will be calculated for each calendar month in which applicable bituminous material is placed; and will be paid or deducted when all other contract requirements for the items of work are satisfied. The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Return With Bid

## ILLINOIS DEPARTMENT OF TRANSPORTATION

## OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

#### CEMENT (BDE)

Effective: January 1, 2007 Revised: November 1, 2007

Revise Section 1001 of the Standard Specifications to read:

#### "SECTION 1001. CEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

- (d) Rapid Hardening Cement. Rapid hardening cement shall be used according to Article 1020.04 or when approved by the Engineer. The cement shall be on the Department's current "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs", and shall be according to the following.
  - (1) The cement shall have a maximum final set of 25 minutes, according to Illinois Modified ASTM C 191.
  - (2) The cement shall have a minimum compressive strength of 2000 psi (13,800 kPa) at 3.0 hours, and 4000 psi (27,600 kPa) at 24.0 hours, according to Illinois Modified ASTM C 109.
  - (3) The cement shall have a maximum drying shrinkage of 0.050 percent at seven days, according to Illinois Modified ASTM C 596.
  - (4) The cement shall have a maximum expansion of 0.020 percent at 14 days, according to Illinois Modified ASTM C 1038.

- -(5) The cement shall have a minimum 80 percent relative dynamic modulus of elasticity; and shall not have a weight (mass) gain in excess of 0.15 percent or a weight (mass) loss in excess of 1.0 percent, after 100 cycles, according to Illinois Modified AASHTO T 161, Procedure B. At 100 cycles, the specimens are measured and weighed at 73 °F (23 °C).
- (e) Calcium Aluminate Cement. Calcium aluminate cement shall be used when specified by the Engineer. The cement shall meet the standard physical requirements for Type I cement according to ASTM C 150, except the time of setting shall not apply. The chemical requirements shall be determined according to ASTM C 114 and shall be as follows: minimum 38 percent aluminum oxide (Al₂O₃), maximum 42 percent calcium oxide (CaO), maximum 1 percent magnesium oxide (MgO), maximum 0.4 percent sulfur trioxide (SO₃), 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."

## COMPLETION DATE (VIA CALENDAR DAYS) (BDE)

Effective: April 1, 2008

The Contractor shall complete all work on or before the completion date of this contract which will be based upon  $\mu_5$  calendar days.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

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## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 1, 2007

<u>FEDERAL OBLIGATION</u>. 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.

<u>STATE OBLIGATION</u>. 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.

<u>CONTRACTOR ASSURANCE</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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 <u>11</u>% 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.

<u>DBE LOCATOR REFERENCES</u>. 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.

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

<u>CALCULATING DBE PARTICIPATION</u>. 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 contact. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.

(e) DBE as a material supplier:

- (1) 60 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.

<u>GOOD FAITH EFFORT PROCEDURES</u>. 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.

<u>CONTRACT COMPLIANCE</u>. 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 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.

#### EQUIPMENT RENTAL RATES (BDE)

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

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

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

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

- "(4) Equipment. Equipment used for extra work shall be authorized by the Engineer. The equipment shall be specifically described, be of suitable size and capacity for the work to be performed, and be in good operating condition. For such equipment, the Contractor will be paid as follows.
  - a. Contractor Owned Equipment. Contractor owned equipment will be paid for by the hour using the applicable FHWA hourly rate from the "Equipment Watch Rental Rate Blue Book" (Blue Book) in effect when the force account work begins. The FHWA hourly rate is calculated as follows.

FHWA hourly rate = (monthly rate/176) x (model year adj.) x (Illinois adj.) + EOC

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

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

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

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

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

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

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

## EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2007

Revise Article 105.03(a) of the Standard Specifications to read:

"(a) Erosion and Sediment Control Deficiency Deduction. When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 1 week based on the urgency of the situation and the nature of the deficiency. The Engineer will be the sole judge.

A deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities. A deficiency may also be applied to situations where corrective action is not an option such as the failure to participate in a jobsite inspection of the project, failure to install required measures prior to initiating earth moving operations, disregard of concrete washout requirements, or other disregard of the NPDES permit.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option, the monetary deduction will be immediate and will be valued at one calendar day."

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

Effective: April 1, 2007 Revised: April 1, 2008

Add the following to the table in Article 1030.05(d)(2)a. of the Standard Specifications:

"Parameter	Frequency of Tests	Frequency of Tests	Test Method See Manual of Test
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Procedures for Materials
VMA	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
L	1 per half day of	- -	
Note 5.	production		
•	Day's production		
·	< 1200 tons:		
	1 per half day of		
	production for first	,	
	2 days and 1 per day		
	thereafter (first sample of the day)		

Note 5. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design."

Add the following to the Control Limits table in Article 1030.05(d)(4) of the Standard Specifications:

"CONTROL LIMITS							
Parameter	High ESAL Low ESAL	High ESAL Low ESAL	All Other				
	Individual Test	Moving Avg. of 4	Individual Test				
VMA	-0.7 % 2/	-0.5 % 2/	۱ N/A				

2/ Allowable limit below minimum design VMA requirement"

Add the following to the table in Article 1030.05(d)(5) of the Standard Specifications:

CONTROL CHART	High ESAL	All Other
CONTROL CHART	Flyn ESAL	
REQUIREMENTS	Low ESAL	
· · ·	VMA"	

Revise the heading of Article 1030.05(d)(6)a.1. of the Standard Specifications to read:

"1. Voids, VMA, and Asphalt Binder Content."

Revise the first sentence of the first paragraph of Article 1030.05(d)(6)a.1.(a.) of the Standard Specifications to read:

"If the retest for voids, VMA, or asphalt binder content exceeds control limits, HMA production shall cease and immediate corrective action shall be instituted by the Contractor."

Revise the table in Article 1030.05(e) of the Standard Specifications to read:

"Test Parameter	Acceptable Limits of Precision
% Passing: ^{1/}	
1/2 in. (12.5 mm)	5.0 %
No. 4 (4.75 mm)	5.0 %
No. 8 (2.36 mm)	3.0 %
No. 30 (600 μm)	2.0 %
Total Dust Content No. 200 (75 μm) ^{1/}	2.2 %
Asphalt Binder Content	0.3 %
Maximum Specific Gravity of Mixture	0.026
Bulk Specific Gravity	0.030
VMA	1.4 %
Density (% Compaction)	1.0 % (Correlated)

1/ Based on washed ignition."

# HOT-MIX ASPHALT - PLANT TEST FREQUENCY (BDE)

# Effective: April 1, 2008

# Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

_ "Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feed or combined belt- feed for drier drum plants. % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in the afternoon if dry gradation is conducted in the morning or vice versa).	1 gradation per day of production. The first day of production shall be a washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix. Note 4.	Illinois Procedure
	Note 4.		
Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Air Voids Bulk Specific Gravity of Gyratory Sample	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
- Fr	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

	Frequency of Tests	Frequency of Tests	Test Method See Manual of
"Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209"
"	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

#### HOT-MIX ASPHALT - TRANSPORTATION (BDE)

Effective: April 1, 2008

Revise Article 1030.08 of the Standard Specifications to read:

***1030.08 Transportation.** Vehicles used in transporting HMA shall have clean and tight beds. The beds shall be sprayed with asphalt release agents from the Department's approved list. In lieu of a release agent, the Contractor may use a light spray of water with a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle. After spraying, the bed of the vehicle shall be in a completely raised position and it shall remain in this position until all excess asphalt release agent or water has been drained.

When the air temperature is below 60 °F (15 °C), the bed, including the end, endgate, sides and bottom shall be insulated with fiberboard, plywood or other approved insulating material and shall have a thickness of not less than 3/4 in (20 mm). When the insulation is placed inside the bed, the insulation shall be covered with sheet steel approved by the Engineer. Each vehicle shall be equipped with a cover of canvas or other suitable material meeting the approval of the Engineer which shall be used if any one of the following conditions is present.

(a) Ambient air temperature is below 60 °F (15 °C).

- (b) The weather is inclement.
- (c) The temperature of the HMA immediately behind the paver screed is below 250 °F (120 °C).

The cover shall extend down over the sides and ends of the bed for a distance of approximately 12 in. (300 mm) and shall be fastened securely. The covering shall be rolled back before the load is dumped into the finishing machine."

## **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.

#### PORTLAND CEMENT CONCRETE PLANTS (BDE)

Effective: January 1, 2007

Add the following to Article 1020.11(a) of the Standard Specifications.

- "(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
  - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
  - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
  - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
  - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
  - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for their mean strength shall not exceed 450 psi (3100 kPa) compressive and 80 psi (550 kPa) flexural. The strength standard deviation for each plant shall not exceed 650 psi (4480 kPa) compressive and 110 psi (760 kPa) flexural. The mean and standard deviation requirements shall apply to the test of record. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

f. The maximum haul_time_difference_between_deliveries_of_concrete_shall_be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete until the haul time difference is corrected."

## 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 snuggly 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)"

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## REFLECTIVE SHEETING ON CHANNELIZING DEVICES (BDE)

Effective: April 1, 2007

Revise the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

"At the time of manufacturing, the retroreflective prismatic sheeting used on channelizing devices shall meet or exceed the initial minimum coefficient of retroreflection as specified in the following table. Measurements shall be conducted according to ASTM E 810, without averaging. Sheeting used on cones, drums and flexible delineators shall be reboundable as tested according to ASTM D 4956. Prestriped sheeting for rigid substrates on barricades shall be white and orange.

	nitial Minimum Coeffic as/foot candle/sq ft (ca			terial
Observation Angle (deg.)	Entrance Angle (deg.)	White	Orange	Fluorescent Orange
0.2	-4	365	160	150
0.2	+30	175	80	70
0.5	-4	245	100	95
0.5	+30	100	50	40"

Revise the first sentence of the first paragraph of Article 1106.02(c) of the Standard Specifications to read:

"Barricades and vertical panels shall have alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

Revise the third sentence of the first paragraph of Article 1106.02(d) of the Standard Specifications to read:

"The bottom panels shall be 8 x 24 in. (200 x 600 mm) with alternating white and orange stripes sloping downward at 45 degrees toward the side on which traffic will pass."

# RETROREFLECTIVE SHEETING, NONREFLECTIVE SHEETING, AND TRANSLUCENT OVERLAY FILM FOR HIGHWAY SIGNS (BDE)

Effective: April 1, 2007

<u>General</u>. This special provision covers retroreflective sheeting and translucent overlay films intended for application on new or refurbished aluminum. The sheeting serves as the reflectorized background for sign messages and as cutout legends and symbols applied to the reflectorized background. Messages may be applied in opaque black or transparent colors.

This special provision also covers nonreflective sheeting for application on new or refurbished aluminum, and as material for cutout legends and symbols applied to the reflectorized background.

All material furnished under this specification shall have been manufactured within 18 months of the delivery date. All material shall be supplied by the same manufacturer.

<u>Retroreflective Sheeting Properties</u>. Retroreflective sheeting shall consist of a flexible, colored, prismatic, or glass lens elements adhered to a synthetic resin, encapsulated by a flexible, transparent plastic having a smooth outer surface and shall meet the following requirements.

Only suppliers whose products have been tested and approved in the Department's periodic Sheeting Study will be eligible to supply material. All individual batches and or lots of material shall be tested and approved by the Department. The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll. The color shall conform to the latest appropriate standard color tolerance chart issued by the U.S. Department of Transportation, Federal Highway Administration and to the daytime and nighttime color requirements of ASTM D 4956. Sheeting used for side by side overlay applications shall have a Hunter Lab Delta E of less than 3.
- (c) Coefficient of Retroreflection. When tested according to ASTM E 810, without averaging, the sheeting shall have a minimum coefficient of retroreflection as shown in the following tables. The brightness of the sheeting when totally wet shall be a minimum of 90 percent of the values shown when tested according to the standard rainfall test specified in Section 7.10.1 of AASHTO M 268-84.

Type A Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

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Observation	Entrance							
 Angle (deg.)	Angle (deg.)	-White-	-Yellow-	-Orange-	-Red-	-Green-	Blue	-Brown-
0.2	-4	250	170	100	45	45	20	12
0.2	+30	150	100	60	25	25	12	8.5
0.5	-4	95	65	30	15	15	8	5
0.5	+30	75	50	25	10	10	5	3.5

## Type AA Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA	. (0 and	d 90 dear	ee rotation)
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Observation	Entrance						
Angle (deg.)	Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	660	215	80	43	200
0.2	+30	400	340	100	35	20	120
0.5	-4	200	160	45	20	9.8	80
0.5	+30	100	85	26	10	5.0	50

# Type AA (45 degree rotation)

	1		
Observation	Entrance		
Angle (deg.)	Angle (deg.)	Yellow	FO
0.2	-4	550	165
0.2	+30	130	45
0.5	-4	145	70
0.5	+30	70	40

# Type AP Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sq ft (candelas/lux/sq m) of material

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			Туре А	P				
Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	550	425	100	75	50	30	275
0.2	+30	200	150	40	35	25	15	90
0.5	-4	300	250	60	35	25	20	150
0.5	+30	100	70	20	20	10	5	50

#### Type AZ Sheeting Minimum Coefficient of Retroreflection candelas/foot candle/sg ft (candelas/lux/sg m) of material

Observation	Entrance							
Angle (deg.)	Angle (deg.)	White_	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	430	350	110	45	20	325	240
0.2	+30	235	140	60	24	11	200	150
0.5	-4	250	200	60	25	10	235	165
0.5	+30	170	135	40	19	7	105	75
1.0	-4	70	45	10	10	4	70	30
1.0	+30	30	20	7	5	2.5	45	15

#### Type AZ (0 degree rotation)

Type AZ (90 degree rotation)								
Observation	Entrance							
Angle (deg.)	Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	320	250	100	45	20	300	220
0.2	+30	235	140	40	24	11	200	150
0.5	-4	240	200	60	25	10	235	165
0.5	+30	100	85	20	10	7	80	75
1.0	-4	30	30	7	5	4	65	20
1.0	+30	15	15	5	2	2	30	10

#### Type AZ (90 degree rotation)

- (d) Gloss. The sheeting surface shall exhibit a minimum 85 degree gloss-meter rating of 50 when tested according to ASTM D 523.
- (e) Durability. When processed and applied, the sheeting shall be weather resistant.

Accelerated weathering testing will be performed for 1000 hours (300 hours for orange/FO) according to ASTM G 151. The testing cycle will consist of 8 hours of light at 140 °F (60 °C), followed by 4 hours of condensation at 104 °F (40 °C). Following accelerated weathering, the sheeting shall exhibit a minimum of 80 percent of its initial minimum coefficient of retroreflection as listed in the previous tables.

Outdoor weathering will entail an annual evaluation of material placed in an outdoor rack with a 45 degree angle and a southern sun exposure. The sheeting will be evaluated for five years. Following weathering, the test specimens will be cleaned by immersing them in a five percent hydrochloric acid solution for 45 seconds, then rinsed with water and blotted dry with a soft clean cloth. Following cleaning, the applied sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change. The sheeting shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

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- (f) Shrinkage. When tested according to ASTM D 4956, the sheeting shall not shrink in any dimension more than 1/32 in. (0.8 mm) in ten minutes and not more than 1/8 in. (3 mm) in 24 hours.
- (g) Workability. The sheeting shall show no cracking, scaling, pitting, blistering, edge lifting, inter-film splitting, curling, or discoloration when processed and applied using mutually acceptable processing and application procedures.
- (h) Splices. A single roll of sheeting shall contain a maximum of four splices per 50 yd (45 m) length. The sheeting shall be overlapped a minimum of 3/16 in. (5 mm) at each splice.
- (i) Adhesive Bond. The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (j) Positionability. Sheeting, with ASTM D 4956 Class 3 adhesive, used for manufacturing cutout legends and borders shall provide sufficient positionability during the fabrication process to permit removal and reapplication without damage to either the legend or sign background and shall have a plastic liner suitable for use on bed cutting machines. Thereafter, all other adhesive and bond requirements contained in the specification shall apply.

Positionablility shall be verified by cutting 4 in. (100 mm) letters E, I, K, M, S, W, and Y out of the positionable material. The letters shall then be applied to a sheeted aluminum blank using a single pass of a two pound roller. The letters shall sit for five minutes and then a putty knife shall be used to lift a corner. The thumb and fore finger shall be used to slowly pull the lifted corner to lift letters away from the sheeted aluminum. The letters shall not tear or distort when removed.

- (k) Thickness. The thickness of the sheeting without the protective liner shall be less than or equal to 0.015 in. (0.4 mm), or 0.025 in. (0.6 mm) for prismatic material.
- (I) Processing. The sheeting shall permit cutting and color processing according to the sheeting manufacturer's specifications at temperatures of 60 to 100 °F (15 to 38 °C) and within a relative humidity range of 20 to 80 percent. The sheeting shall be heat resistant and permit forced curing without staining the applied or unapplied sheeting at temperatures recommended by the manufacturer. The sheeting shall be solvent resistant and capable of being cleaned with VM&P naptha, mineral spirits, and turpentine.

Transparent color and opaque black inks shall be single component and low odor. The inks shall dry within eight hours and not require clear coating. After color processing on white sheeting, the sheeting shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The ink on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

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Transparent color electronic cutting films shall be acrylic. After application to white sheeting, the films shall show no appreciable discoloration, cracking, streaking, crazing, blistering, or dimensional change when tested for durability (e). The films on the weathered, prepared panel shall exhibit a Hunter Lab Delta E of 5 or less when compared to the original.

Transparent colors screened, or transparent acrylic electronic cutting films, on white sheeting, shall have a minimum initial coefficient of retroreflection values of 50 percent for yellow and red, and a minimum 70 percent for green, blue, and brown of the 0.2 degree observation angle/-4.0 degree entrance angle values as listed in the previous tables for the color being applied. After durability testing, the colors shall retain a minimum 80 percent of the initial coefficient of retroreflection.

- (m) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (n) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

<u>Nonreflective Sheeting Properties</u>. Nonreflective sheeting shall consist of a flexible, pigmented cast vinyl film having a smooth, flat outer surface and shall meet the following requirements.

The Department reserves the right to sample and test delivered materials according to Federal Specification LS-300.

- (a) Adhesive. The sheeting shall have a Class 1, pre-coated, pressure sensitive adhesive according to ASTM D 4956. The adhesive shall have a protective liner that is easily removed when tested according to ASTM D 4956. The adhesive shall be capable of being applied to new or refurbished aluminum and reflectorized backgrounds without additional adhesive.
- (b) Color. The sheeting shall be uniform in color and devoid of streaks throughout the length of each roll.
- (c) Gloss. The sheeting shall exhibit a minimum 85 degree gloss-meter rating of 40 when tested according to ASTM D 523.
- (d) Durability. Applied sheeting that has been vertically exposed to the elements for seven years shall show no appreciable discoloration, cracking, crazing, blistering, delamination, or loss of adhesion. A slight amount of chalking is permitted but the sheeting shall not support fungus growth.

- (e) Testing. Test panels shall be prepared by applying the sheeting to 6 1/2 x 6 1/2 in. (165 x 165 mm) pieces of aluminum according to the manufacturer's specifications. The edges of the panel shall be trimmed evenly and aged 48 hours at 70 to 90 °F (21 to 32 °C). Shrinkage and immersion testing shall be as follows.
  - (1) Shrinkage. The sheeting shall not shrink more then 1/64 in. (0.4 mm) from any panel edge when subjected to a temperature of 150 °F (66 °C) for 48 hours and shall be sufficiently heat resistant to retain adhesion after one week at 150 °F (66 °C).
  - (2) Immersion Testing. The sheeting shall show no appreciable decrease in adhesion, color, or general appearance when examined one hour after being immersed to a depth of 2 or 3 in. (50 or 75 mm) in the following solutions at 70 to 90 °F (21 to 32 °C) for specified times.

Solution	Immersion Time (hours)
Reference Fuel (M I L-F-8799A) (15 parts xylol and 85 parts mineral spirits by weight)	1
Distilled Water	24
SAE No. 20 Motor Oil	24
Antifreeze (1/2 ethylene glycol, 1/2 distilled water)	24

- (f) Adhesive Bond: The sheeting shall form a durable bond to smooth, corrosion and weather-resistant surfaces and adhere securely when tested according to ASTM D 4956.
- (g) Thickness. The thickness of the sheeting without the protective liner shall be a maximum of 0.005 in. (0.13 mm).
- (h) Cutting. Material used on bed cutting machines shall have a smooth plastic liner.
- (i) Identification. The sheeting shall have a distinctive overall pattern in the sheeting unique to the manufacturer. If material orientation is required for optimum retroreflectivity, permanent orientation marks shall be incorporated into the face of the sheeting. Neither the overall pattern nor the orientation marks shall interfere with the reflectivity of the sheeting.
- (j) Packaging. Both ends of each box shall be clearly labeled with the sheeting type, color, adhesive type, manufacturer's lot number, date of manufacture, and supplier's name. Material Safety Data Sheets and technical bulletins for all materials shall be furnished to the Department with each shipment.

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# 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:

	"Tal	ble 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:

		TA	BLE II			
	Hard Seed %	Purity %	Pure Live Seed %	Weed %	Secondary * Noxious Weeds No. per oz (kg)	•
Variety of Seeds	Max.	Min.	Min.	Max.	Max. Permitted	Notes
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."

#### SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005 Revised: January 1, 2007

<u>Definition</u>. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

<u>Usage</u>. 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.

<u>Mix Design Criteria</u>. 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.

<u>Test_Methods</u>. 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.

<u>Mix Design Submittal</u>. 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.

<u>Trial Batch</u>. A minimum 2 cu yd (1.5 cu m) trial batch shall be produced, and the selfconsolidating 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.

<u>Mixing Portland Cement Concrete</u>. 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.

<u>Falsework and Forms</u>. 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.

<u>Placing and Consolidating</u>. 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."

<u>Quality Control by Contractor at Plant</u>. 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.

<u>Quality Control by Contractor at Jobsite</u>. 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.

<u>Quality Assurance by Engineer at Plant</u>. 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.

<u>Quality Assurance by Engineer at Jobsite</u>. 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, guality 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.

# SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

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

<u>Definition</u>. 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.

<u>Placing and Consolidating</u>. 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.

<u>Mix Design Approval</u>. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

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# SILT FILTER FENCE (BDE)

Effective: January 1, 2008

For silt filter fence fabric only, revise Article 1080.02 of the Standard Specifications to read:

"**1080.02** Geotextile Fabric. The fabric for silt filter fence shall be a woven fabric meeting the requirements of AASHTO M 288 for unsupported silt fence with less than 50 percent geotextile elongation."

Replace the last sentence of Article 1081.15(b) of the Standard Specifications with the following:

"Silt filter fence stakes shall be a minimum of 4 ft (1.2 m) long and made of either wood or metal. Wood stakes shall be 2 in. x 2 in. (50 mm x 50 mm). Metal stakes shall be a standard T or U shape having a minimum weight (mass) of 1.32 lb/ft (600 g/300 mm)."

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# **STONE GRADATION TESTING (BDE)**

Effective: November 1, 2007

Revise the first sentence of note 1/ of the Erosion Protection and Sediment Control Gradations table of Article 1005.01(c)(1) of the Standard Specifications to read:

"A maximum of 15 percent of the total test sample by weight may be oversize material."

## 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.

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# TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002 Revised: January 1, 2008

Revise the third paragraph of Article 280.03 of the Standard Specifications to read:

"Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil disturbing activities at each area. These offsite systems shall be designed by the Contractor and be subject to the approval of the Engineer."

Add the following paragraph after the third paragraph of Article 280.03 of the Standard Specifications:

"The temporary erosion and sediment control systems shown on the plans represent the minimum systems anticipated for the project. Conditions created by the Contractor's operations, or for the Contractor's convenience, which are not covered by the plans, shall be protected as directed by the Engineer at no additional cost to the Department. Revisions or modifications of the erosion and sediment control systems shall have the Engineer's written approval."

Add the following paragraph after the ninth paragraph of Article 280.07 of the Standard Specifications:

"Temporary or permanent erosion control systems required for areas outside the limits of construction will not be measured for payment."

Delete the tenth (last) paragraph of Article 280.08 of the Standard Specifications.

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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#### ATTACHMENTS

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

#### I. GENERAL

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

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

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**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

#### 6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

 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:

 the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advised the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

## 3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:
  - a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymanlevel hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

#### b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

#### 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

#### 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federallyassisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

#### 8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all suncontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

 that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on /Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

## VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S. C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

## X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 <u>et seq.</u>, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 <u>et seq.</u>, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible,""lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tie participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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#### Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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#### MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

### NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <u>http://www.dot.state.il.us/desenv/delett.html</u>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.