

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

PREQUALIFICATION

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHO CAN BID ?

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

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

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

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

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

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

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

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

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

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

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

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

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

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

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

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

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

97

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting November 17, 2006

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

NOTICE TO PROSPECTIVE BIDDERS

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



Illinois Department
of Transportation

Springfield, Illinois 62764

Contract No. 83862
KANE County
Section 06-00214-03-BR
Route FAP 361 (Stearns Road)
Project HPP-1527(6)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

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

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

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

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

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

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

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 83862
KANE County
Section 06-00214-03-BR
Project HPP-1527(6)
Route FAP 361 (Stearns Road)
District 1 Construction Funds**

Project will consist of roadway embankment construction including compensatory storage and wetland mitigation located in new alignment from the Fox River to Illinois Route 25 in St. Charles Township. This project will be completed in four phases with each phase having it's own completion date.

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

RETURN WITH BID

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

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

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

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

STATE JOB # - C-91-243-06
 PPS NBR - 1-20114-0010

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83862

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 10/17/06
 RUN TIME - 183236

COUNTY NAME CODE DIST SECTION NUMBER PROJECT NUMBER ROUTE
 KANE 089 01 06-00214-03-BR HPP-1527/006/000 FAP 361

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
A2002316	T-BETULA NIGRA	EACH	54.000	X	=	
A2002916	T-CELTIS OCCID	EACH	64.000	X	=	
A2003316	T-FRAXINUS AMER	EACH	5.000	X	=	
A2003816	T-FRAXINUS PENN	EACH	100.000	X	=	
A2005616	T-OSTRYA VIRG	EACH	12.000	X	=	
A2006516	T-QUERCUS BICOL	EACH	48.000	X	=	
A2006716	T-QUERCUS MACR	EACH	73.000	X	=	
A2007116	T-QUERCUS RUBRA	EACH	12.000	X	=	
A2007516	T-SALIX NIGRA	EACH	61.000	X	=	
B2001260	T-CORNUS ALT CL	EACH	10.000	X	=	
B2001864	T-CRATAE MOLL CL	EACH	5.000	X	=	
B2003866	T-MALUS IOEN CL	EACH	5.000	X	=	
C2C00524	S-ARONIA MELAN	EACH	238.000	X	=	
C2C015G3	S-CORNUS OBLIQ	EACH	257.000	X	=	
C2C020G3	S-CORNUS STOLO	EACH	244.000	X	=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
C2001124	S-CEPHALAN OCCID 2'	EACH	257.000	=			
C2012424	S-VIBURN LENT 2'	EACH	238.000	=			
C2012824	S-VIBURN TRIL 2'	EACH	20.000	=			
K0038000	PEREN PL WETLND EM TY	UNIT	24.000	=			
K1004485	PERENNIAL PLANTS W-TY	UNIT	96.000	=			
XX003561	FR & GRATES	EACH	6.000	=			
XX004633	FIELD TILE ADJUST	EACH	100.000	=			
XX006043	WATER WELL TO BE C&A	EACH	1.000	=			
XX006675	FIELD TILE REPLACEMENT	FOOT	100.000	=			
XX006700	CONTROL STRUCTURE	EACH	7.000	=			
XX006701	SEED CL 4 MOD MES PRA	ACRE	13.800	=			
XX006702	SEED CL 4 MOD WET MP	ACRE	4.500	=			
XX006703	SEED CL 4 MOD WET P	ACRE	8.900	=			
XX006704	SEED CL 4 MOD WET MS	ACRE	0.300	=			
XX006705	SEED CL 4 MOD SHAD FL	ACRE	1.300	=			

FAP 361
 06-00214-03-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 83862

ECMS002 DTGECM03 ECMR003 PAGE 3
 RUN DATE - 10/17/06
 RUN TIME - 183236

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
XX006706	SEED CL 4 MOD DET BAS	ACRE	1.600 X	=		
XX006707	SEED CL 4 MOD SED MEA	ACRE	1.400 X	=		
XX006708	SEED CL 4 MOD EWE AQU	ACRE	2.700 X	=		
XX006709	SEED CL 5 MOD MES PRA	ACRE	13.800 X	=		
XX006710	SEED CL 5 MOD WET MP	ACRE	4.500 X	=		
XX006711	SEED CL 5 MOD WET PRA	ACRE	8.900 X	=		
XX006712	SEED CL 5 MOD WET MS	ACRE	0.300 X	=		
XX006713	SEED CL 5 MOD SHA FLO	ACRE	1.300 X	=		
XX006714	SEED CL 5 MOD DET BAS	ACRE	1.600 X	=		
XX006715	SEED CL 5 MOD SED MEA	ACRE	1.400 X	=		
XX006716	SEED CL 5 MOD EWE AQU	ACRE	2.700 X	=		
XX006717	INTERSEED CL 4 MOD SM	ACRE	1.400 X	=		
XX006718	INTERSEED CL 4 MOD EA	ACRE	2.700 X	=		
XX006719	INTERSEED CL 5 MOD SM	ACRE	1.400 X	=		
XX006720	INTERSEED CL 5 MOD EA	ACRE	2.700 X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX006721	STRAW MULCH STABILIZ	ACRE	48.200	=			
XX006722	TEMP AGG BRM-COUR AGG	TON	1,200.000	=			
XX006723	TEMP AGG BRM-RIPRAP	TON	1,500.000	=			
XX006724	SOIL ERO & SED CON-EX	CU YD	1,350.000	=			
XX006725	SOIL ERO & SED CON-CL	CU YD	3,450.000	=			
XX006726	TEMPORARY RIPRAP	TON	50.000	=			
XX006727	TEMP DTCH CHKS ROL EX	FOOT	340.000	=			
XX006728	TEMP DTCH CHKS SILT F	FOOT	150.000	=			
XX006729	PERIMETR EROS BAR, RE	FOOT	14,700.000	=			
XX006730	COARSE AGGREGATE CA-3	TON	1,187.900	=			
XX006731	LEVEL SPREADER	EACH	1.000	=			
XX006732	UTILITY STRUC REMOVAL	EACH	21.000	=			
XX006733	TOPSOIL EXC & PLAC 4	SQ YD	25,970.000	=			
XX006734	TOPSOIL EXC & PLAC 6	SQ YD	9,480.000	=			
XX006735	TOPSOIL EXC & PLAC 12	SQ YD	56,685.000	=			

FAP 361
06-00214-03-BR
KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83862

ECMS002 DTGECM03 ECMR003 PAGE 5
RUN DATE - 10/17/06
RUN TIME - 183236

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
XX006736	PLANTER FENCE (SPL)	FOOT	3,600.000	=		
XX006738	CIP RC END SEC 48 SPL	EACH	1.000	=		
X0322671	STAB CONSTR ENTRANCE	SQ YD	79.000	=		
X0322856	WEED CONT N SEL/N RES	GALLON	600.000	=		
X0323426	SED CONT DR ST INL CL	EACH	100.000	=		
X0324079	EXIST FIELD TILE REM	FOOT	100.000	=		
X0324381	CONC FLAT SLAB TOP	EACH	7.000	=		
X0426200	DEWATERING	L SUM	1.000	=		
Z0007601	BLDG REMOV NO 1	L SUM	1.000	=		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	=		
Z0015550	DEBRIS REMOVAL	CU YD	494.800	=		
Z0019600	DUST CONTROL WATERING	UNIT	5,000.000	=		
Z0050900	REM CONC FDN	EACH	3.000	=		
Z0064800	SELECTIVE CLEARING	UNIT	50.000	=		
Z0076600	TRAINEES	HOUR	1,000.000	=	0.80	800.00

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
20100110	TREE REMOV 6-15	UNIT	200.000 X	=		
20100210	TREE REMOV OVER 15	UNIT	200.000 X	=		
20100500	TREE REMOV ACRES	ACRE	3.430 X	=		
20101000	TEMPORARY FENCE	FOOT	13,600.000 X	=		
20101700	SUPPLE WATERING	UNIT	1,000.000 X	=		
20200100	EARTH EXCAVATION	CU YD	174,752.000 X	=		
20201200	REM & DISP UNS MATL	CU YD	23,905.000 X	=		
20400800	FURNISHED EXCAV	CU YD	10,000.000 X	=		
20700220	POROUS GRAN EMBANK	CU YD	13,005.000 X	=		
20800150	TRENCH BACKFILL	CU YD	1,348.000 X	=		
21101615	TOPSOIL F & P 4	SQ YD	40,330.000 X	=		
21101625	TOPSOIL F & P 6	SQ YD	14,720.000 X	=		
21101645	TOPSOIL F & P 12	SQ YD	88,035.000 X	=		
21101805	COMPOST F & P 2	SQ YD	27,640.000 X	=		
25000210	SEEDING CL 2A	ACRE	1.200 X	=		

FAP 361
06-00214-03-BR
KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83862

ECMS002 DTGECM03 ECMR003 PAGE 7
RUN DATE - 10/17/06
RUN TIME - 183236

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
25000350	SEEDING CL 7	ACRE	12.500	X	=	
25000400	NITROGEN FERT NUTR	POUND	1,250.000	X	=	
25000500	PHOSPHORUS FERT NUTR	POUND	1,250.000	X	=	
25000600	POTASSIUM FERT NUTR	POUND	1,250.000	X	=	
25100120	MULCH METHOD 2	TON	75.000	X	=	
25100630	EROSION CONTR BLANKET	SQ YD	40,000.000	X	=	
28000250	TEMP EROS CONTR SEED	POUND	50,000.000	X	=	
28000500	INLET & PIPE PROTECT	EACH	20.000	X	=	
28000510	INLET FILTERS	EACH	20.000	X	=	
28100105	STONE RIPRAP CL A3	SQ YD	218.000	X	=	
28100205	STONE RIPRAP CL A3	TON	1,840.000	X	=	
28200200	FILTER FABRIC	SQ YD	836.000	X	=	
44000200	DRIVE PAVEMENT REM	SQ YD	2,866.000	X	=	
44000400	GUTTER REM	FOOT	232.000	X	=	
50100300	REM EXIST STRUCT N1	EACH	1.000	X	=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
50100400	REM EXIST STRUCT N2	EACH	1.000	=		
50100500	REM EXIST STRUCT N3	EACH	1.000	=		
50100600	REM EXIST STRUCT N4	EACH	1.000	=		
50100700	REM EXIST STRUCT N5	EACH	1.000	=		
50100800	REM EXIST STRUCT N6	EACH	1.000	=		
50100900	REM EXIST STRUCT N7	EACH	1.000	=		
50101000	REM EXIST STRUCT N8	EACH	1.000	=		
50101100	REM EXIST STRUCT N9	EACH	1.000	=		
50102400	CONC REM	CU YD	25.000	=		
50105220	PIPE CULVERT REMOV	FOOT	1,037.000	=		
50300225	CONC STRUCT	CU YD	5.500	=		
50800105	REINFORCEMENT BARS	POUND	425.000	=		
54213669	PRC FLAR END SEC 24	EACH	13.000	=		
54213687	PRC FLAR END SEC 42	EACH	4.000	=		
54213693	PRC FLAR END SEC 48	EACH	1.000	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
54247130	GRATING-C FL END S 24	EACH	13.000	=		
54247180	GRATING-C FL END S 42	EACH	4.000	=		
54247190	GRATING-C FL END S 48	EACH	1.000	=		
550A0120	STORM SEW CL A 1 24	FOOT	151.000	=		
550A0340	STORM SEW CL A 2 12	FOOT	793.000	=		
550A0380	STORM SEW CL A 2 18	FOOT	305.000	=		
550A0410	STORM SEW CL A 2 24	FOOT	955.000	=		
550A0470	STORM SEW CL A 2 42	FOOT	308.000	=		
550A0780	STORM SEW CL A 3 48	FOOT	119.000	=		
60200805	CB TA 4 DIA T8G	EACH	7.000	=		
60204505	CB TA 5 DIA T8G	EACH	4.000	=		
60207605	CB TC T8G	EACH	9.000	=		
60218400	MAN TA 4 DIA T1F CL	EACH	2.000	=		
60221100	MAN TA 5 DIA T1F CL	EACH	3.000	=		
60223800	MAN TA 6 DIA T1F CL	EACH	2.000	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
60500050	REMOV CATCH BAS	EACH	1.000	=		
66900200	NON SPL WASTE DISPOSL	CU YD	500.000	=		
66900205	SPL WASTE DISPOSAL	CU YD	530.000	=		
66900210	HAZARD WASTE DISPOSAL	CU YD	270.000	=		
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000	=		
66900530	SOIL DISPOSAL ANALY	EACH	4.000	=		
66900630	LEAD/PH SOIL ANALYSIS	EACH	4.000	=		
67100100	MOBILIZATION	L SUM	1.000	=		
70101800	TRAF CONT & PROT SPL	L SUM	1.000	=		
72000100	SIGN PANEL T1	SQ FT	24.000	=		
72900210	METAL POST TY B	EACH	2.000	=		
81017200	CON T 6 HDP COIL	FOOT	2,500.000	=		
81027140	POLY DUCT B&P 6	FOOT	200.000	=		
81400100	HANDHOLE	EACH	6.000	=		
81702230	EC C XLP USE 1C 500	FOOT	10,800.000	=		

TOTAL \$

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

FAP 361
06-00214-03-BR
KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 83862

ECMS002 DTGECM03 ECMR003 PAGE 11
RUN DATE - 10/17/06
RUN TIME - 183236

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

II. ASSURANCES

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

B. Felons

1. The Illinois Procurement Code provides:

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

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

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

RETURN WITH BID

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

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

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

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

E. Inducements

1. The Illinois Procurement Code provides:

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

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

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

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

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

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

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

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

H. Confidentiality

1. The Illinois Procurement Code provides:

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

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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

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

III. CERTIFICATIONS

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

B. Bribery

1. The Illinois Procurement Code provides:

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

C. Educational Loan

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

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

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

D. Bid-Rigging/Bid Rotating

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

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

RETURN WITH BID

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

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

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

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

E. International Anti-Boycott

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

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

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

F. Drug Free Workplace

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

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

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

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

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

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

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

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

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

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

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

I. ADDENDA

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

J. Section 42 of the Environmental Protection Act

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

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

C. Disclosure Form Instructions

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

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

CERTIFICATION STATEMENT

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

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

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

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

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

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

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

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

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

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

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

D. Bidders Submitting More Than One Bid

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

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

RETURN WITH BID/OFFER

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME:

ADDRESS

Type of ownership/distributable income share:

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

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

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

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

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

RETURN WITH BID/OFFER

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

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

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

Yes ___ No ___

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

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

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

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

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

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

Yes ___ No ___

RETURN WITH BID/OFFER

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

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

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

APPLICABLE STATEMENT

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

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

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

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

NOT APPLICABLE STATEMENT

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

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

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

RETURN WITH BID/OFFER

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 83862
KANE County
Section 06-00214-03-BR
Project HPP-1527(6)
Route FAP 361 (Stearns Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 83862
KANE County
Section 06-00214-03-BR
Project HPP-1527(6)
Route FAP 361 (Stearns Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

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

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

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

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

Attest _____
Signature _____
Business Address _____

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

RETURN WITH BID



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

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

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

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

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

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

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

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

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

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

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

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

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

My commission expires Notary Public

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 83862
KANE County
Section 06-00214-03-BR
Project HPP-1527(6)
Route FAP 361 (Stearns Road)
District 1 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., November 17, 2006. 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. 83862
KANE County
Section 06-00214-03-BR
Project HPP-1527(6)
Route FAP 361 (Stearns Road)
District 1 Construction Funds**

Project will consist of roadway embankment construction including compensatory storage and wetland mitigation located in new alignment from the Fox River to Illinois Route 25 in St. Charles Township. This project will be completed in four phases with each phase having it's own completion date.

- 3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)
SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
101 Definition of Terms.....	1
105 Control of Work.....	2
205 Embankment	3
251 Mulch	4
281 Riprap	5
282 Filter Fabric for Use With Riprap	8
285 Concrete Revetment Mats	10
311 Granular Subbase.....	14
351 Aggregate Base Course	15
440 Removal of Existing Pavement and Appurtenances.....	16
442 Pavement Patching	17
449 Removal and Replacement of Preformed Elastomeric Compression Joint Seal	18
481 Aggregate Shoulders	19
501 Removal of Existing Structures.....	20
503 Concrete Structures	21
505 Steel Structures	22
506 Cleaning and Painting Metal Structures	25
508 Reinforcement Bars	26
512 Piling	27
540 Box Culverts.....	28
589 Elastic Joint Sealer	30
602 Catch Basin, Manhole, Inlet, Drainage Structures and Valve Vault Construction, Adjustment and Reconstruction.....	31
603 Adjusting Frames and Grates of Drainage and Utility Structures	32
610 Shoulder Inlets with Curb	33
665 Woven Wire Fence	34
669 Removal and Disposal of Regulated Substances	35
671 Mobilization	36
702 Work Zone Traffic Control Devices	37
1003 Fine Aggregates	38
1004 Coarse Aggregate	39
1005 Stone, Concrete Blocks and Broken Concrete for Erosion Protection, Sediment Control and Rockfill	42
1006 Metals	46
1007 Timber and Preservative Treatment	49
1012 Hydrated Lime	50
1020 Portland Cement Concrete	51
1021 Concrete Admixtures	58
1022 Concrete Curing Materials	59
1024 Nonshrink Grout	61
1041 Brick	63
1043 Precast Reinforced Concrete Manhole Sections and Adjusting Rings	64
1056 Preformed Flexible Gaskets and Mastic Joint Sealer for Sewer and Culvert Pipe	66
1059 Elastic Joint Sealers	67
1060 Waterproofing Materials	68
1069 Pole and Tower	69
1070 Foundation and Breakaway Devices	70
1077 Post and Foundation	72
1080 Fabric Materials	73
1081 Materials For Planting	76
1083 Elastomeric Bearings	77
1094 Overhead Sign Structures	78
1103 Portland Cement Concrete Equipment	79

RECURRING SPECIAL PROVISIONS

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

CHECK SHEET #		PAGE NO.
1	X State Required Contract Provisions All Federal-aid Construction Contracts (Eff. 2-1-69) (Rev. 10-1-83)....	80
2	X Subletting of Contracts (Federal-aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	82
3	X EEO (Eff. 7-21-78) (Rev. 11-18-80)	83
4	Specific Equal Employment Opportunity Responsibilities NonFederal-aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	94
5	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 4-1-93)	100
6	Reserved	105
7	Asphalt Quantities and Cost Reviews (Eff. 7-1-88).....	106
8	X National Pollutant Discharge Elimination System Permit (Eff. 7-1-94) (Rev. 1-1-03)	107
9	X Haul Road Stream Crossings, Other Temporary Stream Crossings and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	108
10	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-02)	109
11	X Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-02).....	112
12	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-97)	115
13	Asphaltic Emulsion Slurry Seal and Fibrated Asphaltic Emulsion Slurry Seal (Eff. 8-1-89) (Rev. 2-1-97) ...	117
14	Bituminous Surface Treatments Half-Smart (Eff. 7-1-93) (Rev. 1-1-97)	123
15	Quality Control/Quality Assurance of Bituminous Concrete Mixtures (Eff. 1-1-00) (Rev. 3-1-05).....	129
16	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 2-1-95)	148
17	Bituminous Surface Removal (Cold Milling) (Eff. 11-1-87) (Rev. 10-15-97)	152
18	Resurfacing of Milled Surfaces (Eff. 10-1-95).....	154
19	PCC Partial Depth Bituminous Patching (Eff. 1-1-98).....	155
20	Patching with Bituminous Overlay Removal (Eff. 10-1-95) (Rev. 7-1-99).....	157
21	Reserved	159
22	Protective Shield System (Eff. 4-1-95) (Rev. 1-1-03).....	160
23	Polymer Concrete (Eff. 8-1-95) (Rev. 3-1-05).....	162
24	Controlled Low-Strength Material (CLSM) (Eff. 1-1-90) (Rev. 3-1-05).....	164
25	X Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-98).....	169
26	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-97).....	170
27	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-97)	175
28	Reserved	177
29	Reserved	178
30	Reserved	179
31	Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	180
32	Reserved	181
33	English Substitution of Metric Bolts (Eff. 7-1-96)	182
34	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	183
35	Polymer Modified Emulsified Asphalt (Eff. 5-15-89) (Rev. 1-1-04)	185
36	Corrosion Inhibitor (Eff. 3-1-80) (Rev. 7-1-99).....	187
37	Quality Control of Concrete Mixtures at the Plant-Single A (Eff. 8-1-00) (Rev. 1-1-04)	188
38	Quality Control of Concrete Mixtures at the Plant-Double A (Eff. 8-1-00) (Rev. 1-1-04).....	194
39	X Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 3-1-05).....	202
40	Traffic Barrier Terminal Type 1, Special (Eff. 8-1-94) (Rev. 1-1-03)	215
41	Reserved	216
42	Segregation Control of Bituminous Concrete (Eff. 7-15-97)	217
43	Reserved	220

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

		<u>PAGE NO.</u>
LRS 1	<input type="checkbox"/> Cooperation With Utilities (Eff. 1-1-99) (Rev. 1-1-02)	222
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-02)	224
LRS 3	<input type="checkbox"/> Construction Zone Traffic Control (Eff. 1-1-99)	225
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99)	226
LRS 5	<input type="checkbox"/> Reserved	227
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02)	228
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-03)	234
LRS 8	<input type="checkbox"/> Failure to Complete the Work on Time (Eff. 1-1-99)	240
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99)	241
LRS 10	<input type="checkbox"/> Reflective Sheeting Type C (Eff. 1-1-99) (Rev. 1-1-02)	242
LRS 11	<input type="checkbox"/> Employment Practices (Eff. 1-1-99)	243
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99)	245
LRS 13	<input type="checkbox"/> Selection of Labor (Eff. 1-1-99)	246

INDEX OF SPECIAL PROVISIONS

STATE OF ILLINOIS SPECIAL PROVISIONS	1
LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT	1
COMPLETION DATE	2
FAILURE TO COMPLETE THE WORK ON TIME	2
COORDINATION BETWEEN CONTRACTOR AND RESIDENT ENGINEER	3
COORDINATION BETWEEN CONTRACTORS.....	4
TOPSOIL FURNISH AND PLACE.....	5
REMOVAL OF EXISTING STRUCTURES	6
PIPE CULVERT REMOVAL.....	7
WASTE DISPOSAL.....	8
TRAFFIC CONTROL AND PROTECTION (SPECIAL).....	9
EMBANKMENT.....	10
PERENNIAL PLANTS, WETLAND EMERGENT TYPE.....	12
PERENNIAL PLANTS, WETLAND TYPE.....	13
STABILIZED CONSTRUCTION ENTRANCE.....	14
WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL	15
EXISTING FIELD TILES	17
SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING	18
DEWATERING.....	19
FRAMES AND GRATES	21
WATER WELL TO BE CAPPED AND ABANDONED.....	22
PLANTER FENCE (SPECIAL)	23
BUILDING REMOVAL.....	24
REMOVE CONCRETE FOUNDATION	31
CONSTRUCTION LAYOUT	32
DEBRIS REMOVAL	34
DUST CONTROL WATERING.....	35
SELECTIVE CLEARING	36
CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS 48" (SPECIAL)	37
CONTROL STRUCTURE.....	38
SEEDING, CLASS 4 (MODIFIED) MESIC PRAIRIE.....	39
SEEDING, CLASS 4 (MODIFIED) WET TO MESIC PRAIRIE.....	40
SEEDING, CLASS 4 (MODIFIED) WET PRAIRIE	42
SEEDING, CLASS 4 (MODIFIED) WET TO MESIC SAVANNA	44
SEEDING, CLASS 4 (MODIFIED) SHADY FLOODPLAIN	46
SEEDING, CLASS 4 (MODIFIED) DETENTION BASIN.....	47
SEEDING, CLASS 4 (MODIFIED) SEDGE MEADOW	48
SEEDING, CLASS 4 (MODIFIED) EMERGENT AQUATIC	49
SEEDING, CLASS 5 (MODIFIED) MESIC PRAIRIE.....	50
SEEDING, CLASS 5 (MODIFIED) WET TO MESIC PRAIRIE.....	52
SEEDING, CLASS 5 (MODIFIED) WET PRAIRIE	54
SEEDING, CLASS 5 (MODIFIED) WET TO MESIC SAVANNA.....	56
SEEDING, CLASS 5 (MODIFIED) SHADY FLOODPLAIN	58
SEEDING, CLASS 5 (MODIFIED) DETENTION BASIN.....	60
SEEDING, CLASS 5 (MODIFIED) SEDGE MEADOW	62
SEEDING, CLASS 5 (MODIFIED) EMERGENT AQUATIC	63

Kane County Division of Transportation
Stearns Road Corridor
Wetland Mitigation Site
Section No. 06-00214-03-BR

INTERSEEDING, CLASS 4 (MODIFIED) SEDGE MEADOW.....65
INTERSEEDING, CLASS 4 (MODIFIED) EMERGENT AQUATIC.....66
INTERSEEDING, CLASS 5 (MODIFIED) SEDGE MEADOW.....67
INTERSEEDING, CLASS 5 (MODIFIED) EMERGENT AQUATIC.....68
STRAW MULCH STABILIZATION70
MANAGEMENT OF SOIL EROSION AND SEDIMENT CONTROL71
TEMPORARY AGGREGATE BERM.....73
SOIL EROSION AND SEDIMENT CONTROL – EXCAVATION.....74
SOIL EROSION AND SEDIMENT CONTROL – CLEANOUT75
TEMPORARY RIPRAP76
TEMPORARY DITCH CHECKS.....77
PERIMETER EROSION BARRIER, ROLLED EXCELSIOR.....78
COARSE AGGREGATE CA-379
LEVEL SPREADER80
UTILITY STRUCTURE REMOVAL.....81
TOPSOIL EXCAVATION AND PLACEMENT.....82

IEPA

83

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR#	TITLE	PAGE
SD 16	"Slab Movement Detection Device" (Eff. 11-1-84).....	
SD 17	"Required Cold Milled Surface Texture" (Eff. 11-1-87).....	
105 X	"Cooperation with Utilities" (Eff 1/1/99) (Rev 1/1/06).....	86
107-1	"Nationwide Permit No. 14" (Eff. 2-1-04) (Rev. 3-1-05). Developed by the Bureau of Local Roads and Streets..... to outline the necessary requirements to comply with No. 14 permits.	
107-2	"Railroad Protective Liability Insurance for Local Lettings" (Eff. 3-1-05). Developed by the Bureau of Local Roads & Streets to require insurance policies to be submitted to the letting agency rather than the department.	
107-3	"Wages of Employees on Public Works" (Eff 8-10-95).....	
108	"Combination Bids (Eff. 1-1-94)(Rev. 3-1-05). Developed by the Bureau of Local Roads & Streets to allow the revision of working days and calendar days. Revised to incorporate applicable portions of deleted Sections 102 & 103	
109	"Contract Claims" (Eff. 1-1-02) (Rev. 5-1-02). Developed by the Bureau of Local Roads..... and Streets to assist local agencies in handling contract claims.	
212	"Shaping Roadway" (Eff. 8-1-69) (Rev. 1-1-02).....	
302	Rescinded	
355-1	"Asphalt Stabilized Base Course, Road Mix or Traveling Plant Mix" (Eff. 10-1-73)(Rev. 1-1-02).....	
355-2	"Asphalt Stabilized Base Course, Plant Mix" (Eff. 2-20-63)(Rev. 1-1-02)	
355-3	"Bituminous Aggregate Mixture Base Course" (6-27-66)(Rev. 1-1-02). Developed by the..... Bureau of Materials and Physical Research and the Bureau of Local Roads and Streets to construct a stabilized base course with paving grade asphalt.	
400	"Penetrating Emulsified Prime" (Eff. 4-1-84)(Rev. 1-1-02).....	
402	"Salt Stabilized Surface Course" (Eff. 2-20-63)(Rev. 1-1-02).....	
403-1	"Penetrating Emulsified Asphalt" (Eff. 1-1-94)(Rev. 1-1-02). Developed for bituminous..... surface treatments on roads that require flexibility and penetration due to low traffic volume.	
403-2	Bituminous Hot Mix Sand Seal Coat" (Eff. 8-1-69)(Rev. 1-1-02).....	
420	"PCC Pavement (Special)" (Eff. 5-12-64)(Rev. 1-1-02). Developed by the Bureau of Local Roads & Streets to allow local agencies to construct quality PCC pavements for low volume roads.	
430	"Paving Brick and Concrete Paver Pavements and Sidewalks" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets and the Bureau of Materials & Physical Research to provide statewide requirements for paving brick and concrete paver pavements and sidewalks.	
442	"Bituminous Patching Mixtures for Maintenance Use" (Eff 1-1-04). Developed by the Bureau of Local Roads & Streets to reference approved bituminous patching mixtures.	
451	"Crack Filling Bituminous Pavement with Fiber-Asphalt" (Eff. 10-1-91)(Rev. 1-1-02).....	
503-1	"Furnishing Class SI Concrete" (Eff. 10-1-73)(Rev. 1-1-02).....	
503-2	"Furnishing Class SI Concrete (Short Load)" (Eff. 1-1-89) (Rev. 1-1-02). Developed by the Bureau of Local Roads and Streets to allow a load charge to be added when short loads are expected during the contract.	
542	"Pipe Culverts, Type (Furnished)" (Eff. 9-1-64) (Rev. 1-1-02).....	
663	"Calcium Chloride Applied" (Eff. 6-1-58) (Rev. 1-1-02).....	
671	Rescinded	
701	"Flagger Certification" (Eff. 1-1-93) (Rev. 1-1-02).....	
702	"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02).....	

BDE SPECIAL PROVISIONS
For The November 17, 2006 Letting

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

<u>File Name</u>	<u>PG</u> #	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	
80156		Aggregate Shipping Tickets	Jan. 1, 2006	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal	June 1, 1989	June 30, 1994
80128		Authority of Railroad Engineer	July 1, 2004	
80065		Bituminous Base Course/Widening Superpave	April 1, 2002	Aug. 1, 2005
80050		Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
80142		Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066		Bridge Deck Construction	April 1, 2002	April 1, 2004
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50531	88	X Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118		Butt Joints	April 1, 2004	April 1, 2005
80031		Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	
80077		Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051	90	X Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	97	X Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112		Concrete Barrier	Jan. 1, 2004	April 2, 2004
80102		Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80114	102	X Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
80146		Detectable Warnings	Aug. 1, 2005	
80029	110	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
80144		Elastomeric Bearings	April 1, 2005	
31578		Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055	118	X Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103		Expansion Joints	Aug. 1, 2003	
80101	119	X Flagger Vests	April 1, 2003	Jan. 1, 2006
80079	120	X Freeze-Thaw Rating	Nov. 1, 2002	
80072	121	X Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054		Hand Vibrator	Nov. 1, 2003	
80147		Illuminated Sign	Aug. 1, 2005	
80109		Impact Attenuators	Nov. 1, 2003	Aug. 1, 2006
80110		Impact Attenuators, Temporary	Nov. 1, 2003	Aug. 1, 2006
80104	122	X Inlet Filters	Aug. 1, 2003	
80080		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
80150		Light Emitting Diode (LED) Pedestrian Signal Head	Nov. 1, 2005	April 1, 2006
80067		Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
80081		Lime Gradation Requirements	Nov. 1, 2002	
80133		Lime Stabilized Soil Mixture	Nov. 1, 2004	April 1, 2006
80158		Manholes	April 1, 2006	
* 80045		Material Transfer Device	June 15, 1999	March 1, 2001
80137		Minimum Lane Width with Lane Closure	Jan. 1, 2005	
* 80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	
80138	124	X Mulching Seeded Areas	Jan. 1, 2005	
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003

<u>File Name</u>	<u>PG</u> <u>#</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80116	125	X	Partial Payments	Sept. 1, 2003	
80013			Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
53600			Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
80022	126	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80155	128	X	Payrolls and Payroll Records	Aug. 10, 2005	
80130	130	X	Personal Protective Equipment	July 1, 2004	
80148	131	X	Planting Woody Plants	Jan. 1, 2006	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073			Polymer Modified Emulsified Asphalt	Nov. 1, 2002	
80119			Polyurea Pavement Marking	April 1, 2004	
80124			Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
80139	132	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
80083	133		Portland Cement Concrete	Nov. 1, 2002	
80036			Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
419	134		Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120			Precast, Prestressed Concrete Members	April 1, 2004	
80084			Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015			Public Convenience and Safety	Jan. 1, 2000	
80121			PVC Pipeliner	April 1, 2004	April 1, 2005
80159			Railroad Flaggers	April 1, 2006	
80122			Railroad, Full-Actuated Controller and Cabinet	April 1, 2004	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80105			Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011			RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
80160			Reflective Crack Control Treatment	April 1, 2006	Aug. 1, 2006
80151	135	X	Reinforcement Bars	Nov. 1, 2005	Nov. 2, 2005
80164			Removal and Disposal of Regulated Substances	Aug. 1, 2006	
80032			Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Jan. 1, 2001	Jan. 1, 2005
80085			Sealing Abandoned Water Wells	Nov. 1, 2002	
* 80131	137	X	Seeding and Sodding	July 1, 2004	Nov. 1, 2006
80152	140	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	
80132	146	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
80096			Shoulder Rumble Strips	Jan. 1, 2003	
80140			Shoulder Stabilization at Guardrail	Jan. 1, 2005	
80135			Soil Modification	Nov. 1, 2004	April 1, 2006
80070			Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2004
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	Aug. 1, 2006
80143	148	X	Subcontractor Mobilization Payments	April 2, 2005	
80086	149	X	Subgrade Preparation	Nov. 1, 2002	
80136			Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
80010			Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039			Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
80075			Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
80145			Suspension of Slipformed Parapets	June 11, 2004	
80092			Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
80087	150	X	Temporary Erosion Control	Nov. 1, 2002	
80008			Temporary Module Glare Screen System	Jan. 1, 2000	
80106			Temporary Portable Bridge Traffic Signals	Aug. 1, 2003	
80098			Traffic Barrier Terminals	Jan. 1, 2003	
57291	152	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
80161			Traffic Signal Grounding	April 1, 2006	
20338	153	X	Training Special Provisions	Oct. 15, 1975	

<u>File Name</u>	<u>PG</u> <u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80107		Transient Voltage Surge Suppression	Aug. 1, 2003	
80123		Truck Bed Release Agent	April 1, 2004	
80154		Turf Reinforcement Mat	Nov. 1, 2005	
80162		Uninterruptable Power Supply (UPS)	April 1, 2006	
80149		Variable Spaced Tining	Aug. 1, 2005	
80163		Water Blaster with Vacuum Recovery	April 1, 2006	
80048	156	X Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090		Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
80125		Work Zone Speed Limit Signs	April 2, 2004	Jan. 1, 2006
80126		Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097	158	X Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071		Working Days	Jan. 1, 2002	

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

80141 Additional Award Criteria This special provision is no longer required.

80113 Curb Ramps for Sidewalk Warnings. This special provision has been replaced by the BDE Special Provision, "Detectable Warnings".

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

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

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Stearns Road Corridor Wetland Mitigation Site, Section 06-00214-03-BR in Kane County, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located on new alignment from the Fox River to Illinois Route 25 in St. Charles Township, Kane County, for a total distance of 3,417 feet (0.65 miles).

DESCRIPTION OF PROJECT

The project will consist of roadway embankment construction including detention basins, compensatory storage and wetland mitigation and all incidental and collateral work necessary to complete the improvements as shown on the plans and as described herein.

COMPLETION DATE

The Contractor shall schedule his work as described in the Storm Water Pollution Prevention Plan – Construction Staging and shall meet the following Interim and Final Completion Dates for the project. All Interim and Final Completion Dates are subject to the liquidated damages described in Article 108.09 and in these Special Provisions.

Phase 1 - All removal, grading and drainage work shall be completed by October 15, 2007.

Phase 2 – All seeding shall be completed by December 1, 2007.

Phase 3 – All plantings shall be completed by June 1, 2008. The period of establishment inspection for woody plantings will be held in September of 2008.

Phase 4 - All contract work, including any punch list items, shall be completed by December 1, 2008. This deadline does not include any spring replacement plantings which shall be completed in the spring of 2009.

FAILURE TO COMPLETE THE WORK ON TIME

Should the Contractor fail to complete the Phase 1 work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department the amount of \$1,100, not as a penalty but as liquidated damages, for each calendar day or a portion thereof.

Should the Contractor fail to complete the Phase 2 work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department the amount of \$550, not as a penalty but as liquidated damages, for each calendar day or a portion thereof.

Should the Contractor fail to complete the Phase 3 work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department the amount of \$725, not as a penalty but as liquidated damages, for each calendar day or a portion thereof.

Should the Contractor fail to complete the Phase 4 work on or before the completion date stipulated in the Contract, or within such extended time as may have been allowed, the Contractor shall be liable to the Department the amount of \$1,300, not as a penalty but as liquidated damages, for each calendar day or a portion thereof.

A calendar day is every day and starts at 12:00 midnight and ends at the following 12:00 midnight, twenty-four hours later.

COORDINATION BETWEEN CONTRACTOR AND RESIDENT ENGINEER

The CONTRACTOR will be responsible for coordinating the Work with the RESIDENT ENGINEER. Several construction projects are currently under construction at the project site. The CONTRACTOR will be responsible for organizing weekly meetings with the RESIDENT ENGINEER to coordinate the progress of the project. Any delays incurred to the CONTRACTOR due to conflicts with the other ongoing work shall be the CONTRACTOR'S responsibility and no additional compensation will be made to the contract.

COORDINATION BETWEEN CONTRACTORS

The CONTRACTOR will be responsible for coordinating the Work of all of his/her SUBCONTRACTORS. Several construction projects are currently under construction at the project site. The CONTRACTOR will be responsible for coordinating his/her Work and the Work of his/her SUBCONTRACTORS with all other ongoing construction work at the project site. Any delays incurred to the CONTRACTOR due to conflicts with the other ongoing work shall be the CONTRACTOR'S responsibility and no additional compensation will be made to the contract.

The CONTRACTOR will be responsible for coordinating with the CONTRACTOR who will be responsible for the construction of the westbound lanes of the North Branch of Brewster Creek Structure as it will be constructed following this project.

TOPSOIL FURNISH AND PLACE

Description:

This work shall be completed in accordance with Section 211 of the Standard Specifications, except as modified herein.

Materials:

Revise the second sentence of Article 1081.05(a) to read as follows:

It must have an organic content between three and one half and ten percent.

REMOVAL OF EXISTING STRUCTURES

Description:

This work shall consist of removing the entire structure according to Section 501 of the Standard Specifications for Road and Bridge Construction and as specified herein. Removed material shall be disposed of off-site by the Contractor in accordance with Article 202.03 of the Standard Specifications. The removal of the structure shall include removing all concrete abutments, steel beams, wood decking and steel tube handrail. It shall be the Contractor's responsibility to visit the site and examine each structure to determine the machinery and construction method necessary to remove each structure.

Payment:

This work will be paid for at the Contract unit price for each, Removal of Existing Structures, of the number specified, which price shall include all necessary equipment to remove and dispose of the materials.

PIPE CULVERT REMOVAL

Description:

This work shall consist of the removal of reinforced concrete pipe culverts and corrugated metal pipe culverts.

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

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

Payment:

Pipe culvert removal will be paid for at the contract unit price per foot for Pipe Culvert Removal of various diameters which price shall include all excavation and backfilling, and removing and salvaging the pipe and flared end sections.

WASTE DISPOSAL

This work shall be according to Article 669 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2002 and the following:

Qualifications: The term environmental firm shall mean an environmental firm that is prequalified in hazardous by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with non-special, special, hazardous waste in accordance with all Federal, State, or local regulatory requirements and shall be provided to the ENGINEER for approval.

General: Implementation of this Special Provision will likely require the CONTRACTOR to subcontract for the execution of certain activities. It will be the CONTRACTOR's responsibility to assess the working conditions and adjust anticipated production rates accordingly.

The CONTRACTOR shall manage all contaminated materials as waste as previously identified. This work shall include monitoring and potential sampling, analytical testing, and management of contaminated material.

The CONTRACTOR shall excavate and dispose of any soil classified as a non-special, special, hazardous waste, as directed by this project or the ENGINEER. Any excavation or disposal beyond what is required by this project or the ENGINEER shall be at the CONTRACTOR's expense. The preliminary environmental site assessment (PESA) report is available through KDOT. A summary letter is attached to the Special Provisions. The excavation quantities of waste at the following location have been estimated. The information available at the time of plan preparation determined the limits of the contamination and the quantities estimated were based on soil excavation for construction purposes only. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit which ever is less. The Environmental Firm shall continuously monitor for worker protection and the CONTRACTOR shall manage and dispose of all soils excavated within the following areas as classified below. Any soil samples or analysis performed without the approval of the ENGINEER shall be at the CONTRACTOR's expense.

1. Station 586+00 to Station 587+50 100 to 170 feet left (Rifle Range).
Contaminants of concern sampling parameters.

The CONTRACTOR shall provide special waste plans and report according to article 669 in the Standard Specifications.

Basis of Payment

This work shall be paid for at the contract unit price per cubic yard for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL and HAZARDOUS WASTE DISPOSAL. This work shall also be paid for at the contract unit price per lump sum for SPECIAL WASTE PLANS AND REPORT. This work shall also be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS and LEAD AND PH SOIL ANALYSIS.

TRAFFIC CONTROL AND PROTECTION (SPECIAL)

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

Special attention is called to Article 107.09, 701 and 702 of the Standard Specification for Road and Bridge Construction, adopted January 1, 2002 and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

STANDARDS: 702001-06, 701006-02.

DETAILS: Traffic Control and Protection for Side roads, Intersections and Driveways, Traffic Control and Protection at Turn Bays (To Remain Open to Traffic), Pavement Marking Letters and Symbols for Traffic Staging.

SPECIAL PROVISIONS: Maintenance for Roadways, Traffic Control Deficiency Deduction.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the ENGINEER at the time of the preconstruction meeting in accordance with Article 108.01 of the "Standard Specifications". This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his employ to supervise this work. The City will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

Basis of Payment:

Traffic control and protection will be paid for at the lump sum contract unit price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

EMBANKMENT

Embankment shall conform to the applicable requirements of Section 205 (Embankment) of the Standard Specifications except that excavated materials that are suitable shall be used in the construction of the embankment and the remainder disposed of at the Contractor's discretion. Embankment material shall either be from suitable excavated material from within the right-of-way or furnished by the Contractor from locations off the right-of-way. Suitable excavation material from structures and drainage items may also be placed in embankments.

For locations off the right-of-way, embankment material shall conform to the applicable requirements of Article 106.03 of the Standard Specifications except the Contractor shall identify embankment sources to the Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until the tests are completed and approval given.

Earth excavation quantities shown in the plans may contain topsoil and unsuitable material that will not meet the criteria for approved embankment material, based on actual soil conditions. The Contractor should review the Soil Report available in the District One Bureau of Materials.

All material, which is proposed for use in embankment construction, must be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

1. The laboratory Standard Dry Density shall be a minimum of 95lb/ft³ when determined in accordance with AASHTO designation T-99.
2. Soils with an organic content less than 7 percent determined in accordance with AASHTO designation T-194 (Wet Combustion).
3. Soils which demonstrate the following properties should be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 900 mm (3 feet) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - a. A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - b. A plasticity index (P1) of less than 11.
 - c. A liquid limit (LL) in excess of 45.

In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 150mm (6 inch) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The Disk must have a minimum of 600 mm (24 inch) diameter blade.

Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.

Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a. A Maximum of 110 percent of the optimum moisture for all forms of clay soil.
- b. A Maximum of 105 percent of the optimum moisture for all forms of clay loam soil.

It is the responsibility of the contractor to ensure all lifts meet all the criteria of this provision. No additional placement will be allowed until these requirements are satisfied. All lifts which do not meet the criteria must be removed and replaced until approval is given.

PERENNIAL PLANTS, WETLAND EMERGENT TYPE

Description:

All work, materials and equipment shall conform to Section 254 and 1081 of the Standard Specifications except as modified herein.

All native species will be local genotype and will be from a radius of 150 miles from the site.

Materials:

Revised Article 254.03 Types and Mixtures – Add the following:

Perennial Plants, Wetland Emergent Type – Emergent Aquatic

Scientific Name	Common Name	Rate /Acre
Acorus calamus	sweet flag	850
Pontedaria cordata	pickerel weed	850
Polygonum amphibium	knotweed	850
Scirpus acutus	hard stemmed bulrush	850
Scirpus atrovirens	dark green bulrush	850
Scirpus fluviatilis	river bulrush	850
Sparganium americanum	bur reed	850
	Total	5,950

Measurement:

Revise Article 254.10 to include the following, Perennial Plants, Wetland Emergent Type will be measured for payment in units of 100 perennial plants of the type specified.

Payment:

This work will be paid for at the Contract unit price per unit for Perennial Plants, Wetland Emergent Type.

PERENNIAL PLANTS, WETLAND TYPE

Description:

All work, materials and equipment shall conform to Section 254 and 1081 of the Standard Specifications except as modified herein.

All native species will be local genotype and will be from a radius of 150 miles from the site.

Materials:

Revised Article 254.03 Types and Mixtures – Add the following:

Perennial Plants, Wetland Type – Detention Basin

Ind. Status	Scientific Name	Common Name	Rate /Acre
OBL	<i>Alisma subcordatum</i>	water plantian	500
OBL	<i>Justicia americana</i>	water willow	1,000
OBL	<i>Sagittaria latifolia</i>	common arrowhead	500
OBL	<i>Scirpus acutus</i>	hardstem bulrush	1,500
OBL	<i>Scirpus fluviatilis</i>	river bulrush	1,000
OBL	<i>Sparganium eurycarpum</i>	common bur reed	1,500
		Total	6,000

Measurement:

Revise Article 254.10 to include the following, Perennial Plants, Wetland Type will be measured for payment in units of 100 perennial plants of the type specified.

Payment:

This work will be paid for at the Contract unit price per unit for Perennial Plants, Wetland Type.

STABILIZED CONSTRUCTION ENTRANCE

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

Materials: Materials shall conform to the following:

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

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

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

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

The minimum width and length shall be 25 and 100 feet, respectively.

All surface water flowing or diverted toward the construction entrance shall be piped across the entrance. Any pipe used for this will be considered incidental to the STABILIZED CONSTRUCTION ENTRANCE.

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

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

WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL

Description:

This work shall consist of the application of a non-selective and non-residual herbicide (Roundup Pro or equal) at spot locations within the project limits for control of broadleaf weeds.

Materials:

The non-selective and non-residual herbicide shall have the following formulation:

A. Active Ingredient		
*Glyphosate, N-(phosphonomethyl) glycine, In the form of its monoammonium salt		93.96%
B. Inert Ingredients		<u>6.04%</u>
	Total	100.00%

*Equivalent to 85% of the acid, glyphosate.

The Contractor shall submit a certificate, including the following, prior to starting work:

1. The chemical names of the compound and the percentage by weight of the ingredients which must match the above specified formulation.
2. A statement that the material is in a solution which will form a satisfactory emulsion for use when diluted with water for normal spraying conditions.
3. A statement that the herbicide, when mixed with water, will be completely soluble and dispersible and remain in suspension with continuous agitation.
4. A statement describing the products proposed for use when the manufacturer of the herbicide requires that surfactants, drift control agents, or other additives be used with the product. These tank mix additives shall be used as specified by the manufacturer. Required additive will not be paid for separately.

All material shall be brought to the spray area in the original, unopened containers supplied by the manufacturer.

General Requirements:

Application Rate: The non-selective and non-residual herbicide shall be applied at the rate of 5.5 pounds per acre.

The 5.5 pounds of herbicide formulation shall be diluted with a minimum of 55 gallons of water and applied as a mixture. Water for dilution of the mixture will not be paid for separately.

Measurement:

Weed Control, Non-selective and Non-residual will be measured for payment in pounds of undiluted herbicide as specified. The pounds for payment will be determined based on the pounds specified on the label attached to the original container supplied by the manufacturer.

Payment:

Weed Control, Non-selective and Non-residual will be paid for at the contract unit price per pound for Weed Control, Non-selective and Non-residual. Water for dilution of the mixture and additives required for application will not be paid for as separate items, but the costs shall be considered as included in the contract price for Weed Control, Non-selective and Non-Residual and no additional compensation will be allowed.

EXISTING FIELD TILES

Description:

This work shall consist of removing any existing field tiles if they are located and damaged upon excavation, replacing any damaged field tiles, and adjusting any existing and replaced field tiles to tie them into the proposed drainage system when necessary and approved by the Engineer.

Method of Measurement:

A nominal quantity is included in the summary of quantities. The engineer will determine when and where these quantities will be utilized.

Basis of Payment:

The work will be paid for at the contract unit price per foot for EXISTING FIELD TILE REMOVAL, FIELD TILE REPLACEMENT, and per each FIELD TILE ADJUSTMENT which price shall include all costs for labor, materials, equipment, and incidentals necessary to perform the work.

SEDIMENT CONTROL, DRAINAGE STRUCTURE INLET FILTER CLEANING

Description:

This work shall consist of cleaning sediment from each assembled inlet filter. The Engineer will designate the need for cleaning based on the rate of debris and silt collected at each inlet filter location.

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

Method of Measurement:

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

Basis of Payment:

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

DEWATERING

Description:

Work consists of providing labor, tools, equipment, and materials necessary to dewater the related work areas of the Project to relatively dry conditions and maintain suitable working conditions so that the modifications/improvements may be constructed in the dry.

Products:

Contractor shall be responsible for the choice of the product(s) and equipment as well as "means and methods" for the Site Dewatering Work to be performed subject to the review of the Engineer. All products and "means and methods" selected shall be adequate for the intended use/application. Engineer's review does not relieve the Contractor from compliance with the requirements of the Drawings and Specifications and the requirements of this special provision.

Submittals:

Contractor shall submit to the Engineer for review a description of dewatering techniques and equipment to be used, together with detail drawings showing lengths of discharge piping and point(s) of discharge including erosion control procedures.

Note: Engineer's review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of Engineer for same.

Responsibility:

The Contractor shall be solely responsible for the choice of product(s) and equipment; for the design, installation, and operation; as well as "means and methods" of performing the Work; and subsequent removal of dewatering systems and their safety and conformity with local codes, regulations and these Specifications. All product(s), equipment and "means and methods" selected shall be adequate for the intended use/application. Review by Engineer does not relieve Contractor from compliance with the requirements specified herein.

The Contractor is cautioned that the existing and proposed ponds operate for the area and its function and capacity may not be impaired during construction. The Contractor may be granted an extension of time commensurate with the period in which the retention basin is functioning during a rainfall event, but such extension of time shall in no case be greater than 48 hours after the end of a given rainfall event.

General Requirements:

The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor, subject to review by the Engineer. The Contractor shall ensure that downstream water quality shall not be impaired.

At all times during the excavation period and until completion and acceptance of the Work at Final Inspection, ample means and equipment shall be provided with which to remove promptly and dispose of properly all water entering any excavation or any other parts of the Work.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property or streets or to other work under construction. Water shall not be discharged onto streets without adequate protection of the surface at the point of discharge. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers. Any and all damages caused by dewatering the work shall be promptly repaired by the Contractor. The Contractor is responsible for providing any and all labor, materials and equipment needed for the Dewatering in order to meet the scheduled completion of the project.

Measurement and Payment

Payment for the work specified will be made at the contract lump sum price for Dewatering. The lump sum price for Dewatering shall not exceed three (3) percent of the total bid price. Any additional amount shall be included in the prices for other items in the Bid Proposal.

FRAMES AND GRATES

Description:

This work shall consist of the installation of FRAMES AND GRATES in accordance with the details on the plans and as specified herein.

Materials:

Frame and Grate: Frame & Grate, 4" Height of Neenah R-6000 series or equivalent.

Construction Requirements:

Slab Type 4" Frame & Grates shall be installed on top of control structures. Shop drawings of the control structures, signed and sealed by a Structural Engineer licensed to practice in the state of Illinois shall be submitted prior to fabrication. The control structure shall consist of a manhole with a steel plate weir of an elevation and an orifice of size and elevation as specified on the plans.

Basis of Payment:

This work shall be paid for at the contract unit price per each for FRAME & GRATE which price will include all labor, equipment and materials to complete the work.

WATER WELL TO BE CAPPED AND ABANDONED

The existing water well on site shall be done by the Monitor Well Plugging and Abandonment Procedures according to the Illinois Environmental Protection Agency. The CONTRACTOR shall determine the type of the well and shall use the applicable procedure. The capping and abandoning shall be paid for by the contract unit price for each for WATER WELL TO BE CAPPED AND ABANDONED.

PLANTER FENCE (SPECIAL)

Description:

All work, materials and equipment shall be in accordance with Section 665 of the Standard Specifications except as modified herein.

Materials:

Planter Fence (Special) shall be a minimum of 18" in height and consist of galvanized steel chicken wire fencing with a maximum opening size not to exceed 1".

General Requirements:

The Planter Fence (Special) shall be installed around the areas for the Perennial Plants, Wetland Emergent Type and Perennial Plants, Wetland Type prior to the installation of the plantings.

Measurement:

Planter Fence (Special) will be measured for payment in foot along the top of the fence.

Payment:

This work will be paid for at the Contract unit price per foot for Planter Fence (Special).

BUILDING REMOVAL

PART 1 GENERAL

1.01 SCOPE

Description

The Work consists of demolition of all existing buildings and structures indicated on Drawings including foundations and footings, and the removal and disposal of all debris, in accordance with local ordinances and as herein specified.

Extent of demolition Work is as shown on the Drawings and is specified herein. A portion of the materials to be demolished and removed are buried below grade.

Demolition includes complete wrecking of buildings and structures and the removal and disposal of demolished materials as shown on the Drawings and as specified herein. This Work includes, but is not limited to the digging up, uncovering and/or performing the necessary excavation required to expose buried foundation, footings, rubble, debris and materials for the purposes of demolition, removal and disposal.

Miscellaneous debris including, but not limited to, abandoned furniture, appliances, household goods as well as various piles of rubble, broken concrete, fallen trees, brush, logs, etc. And their removal shall be included as part of this Contract. Contractor shall locate and remove such materials from specific Areas whether shown on the Drawings, or not, prior to beginning the general demolition Work. The Contractor shall comply with all local, state and federal codes/regulations/requirements for the safe and proper removal and disposal of these materials.

1.02 QUALITY ASSURANCE

A. All Work shall be performed by a qualified Demolition Contractor regularly engaged in the type of demolition Work required to be performed. All Work shall conform to the applicable provision of the codes, standards and Specifications as specified herein. Contractor shall comply with specified standards as a minimum quality for the Work except where more stringent requirements apply. Where contradictions occur between codes, standards or Specifications, the more stringent shall apply.

B. The Contractor shall be responsible for obtaining any and all wrecking/demolition permit(s) from the Authorities having jurisdiction for demolition Work to be performed. The Contractor shall obtain and pay for any required bonds or insurances associated with the(se) permit(s). It shall be the Contractor's responsibility to determine the permit requirements and include all costs in the prices bid.

1.03 SUBMITTALS

- A. General. The Contractor shall submit to the Owner's Representative for review a description of demolition operations and procedures, data and information pertaining to the demolition Work and as herein specified. Submittals shall include product specifications and descriptions, and drawings (when necessary) showing details together with related accessories.

1.04 JOB CONDITIONS

- A. Notification. Provide minimum of 72 hours advance notice to Owner of demolition activities and indicate if such activity will impact Owner's normal operations, or normal activities within the surrounding neighborhood.
- B. Occupancy and Utility Service. Buildings and structures to be demolished will be vacated and disconnected from utility service by the Owner prior to the start of demolition Work. Prior to demolition of any utility, the Contractor shall verify that the utility to be demolished is not in service.
- C. Condition of Structures. Owner assumes no responsibility for actual condition of items or structures to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, variations within any structure may occur prior to start of demolition Work.
- D. Salvageable Items. Items of the demolition Work to be removed but of salvable value to Contractor may be removed from structure(s) as Work progresses. Transport salvaged items from site as they are removed. Storage or sale of such removed items on site will not be permitted.
- E. Protections. Provide temporary barricades and other forms of protection as required to adequately protect personnel from injury due to demolition Work. Minimum requirements include, but are not limited to the following:
1. Provide protective measures as required to provide free and safe passage of Owner's personnel around the area of demolition.
 2. Erect temporary barricades as required by Authorities having jurisdiction.
 3. Conduct demolition operations so as to prevent injury, damage, or otherwise harm adjacent buildings, structures, grounds, facilities and persons.
 4. Remove protections at completion of Work.

- F. Damages. Promptly repair damages caused to adjacent facilities by demolition Work at no cost to Owner.
- G. Traffic. Conduct demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- H. Explosives. Use of explosives will not be permitted.
- I. Utility Services. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by Authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- J. Trees in and around the area of Work (other than those scheduled for removal) shall be preserved as directed by Owner's Representative. In general it is intended that all trees are to remain. Contractor shall take necessary precautions and provide proper protection to avoid damaging trees in and around the Work Area
- K. Environmental Controls. Use water sprinkling and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions, such as ice, flooding, electrocution and/or pollution.
- L. Extermination. Employ a certified extermination and where treatment is required, treat in accordance with governing health regulations for rodent and insect control.

PART 2 PRODUCTS

Contractor shall be responsible for the choice of product(s) as well as "means and methods" for the demolition Work to be performed subject to the review of the Owner's Representative. All product(s), "means and methods" selected shall be adequate for the intended use/application. Owner's Representative review does not constitute, nor relieve the Contractor from compliance with the requirements of the Drawings and Specifications.

PART 3 EXECUTION

3.01 INSPECTION

Prior to Commencement of Demolition Work, Contractor shall inspect Areas in which Work is to be performed and shall photograph existing conditions of structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from Contractor's demolition Work. Submit copies of photographs to Owner's Representative prior to starting Work. At this time the contractor shall also inspect the Area for the presence of materials (not already identified on the Drawings) which may require remediation activities. In such cases the Contractor shall comply with Paragraph 3.03,F of this Section.

3.02 PREPARATION

- A. Work Site Isolation. Isolate the site of demolition Work from other occupied areas prior to start of demolition activities.
- B. Locate, Identify, Stub Off and Disconnect utility services that are not indicated to remain. Provide by-pass connections as necessary to maintain continuity of utility service as required where required. Provide minimum of 72 hours advance notice to owner if shutdown of service is necessary during change-over.

3.03 DEMOLITION

- A. Perform Demolition Work in a systematic manner from top of structure to ground, removing demolished materials regularly. Use such methods as required to complete Work indicated on Drawings in accordance with demolition schedule and governing regulations. Demolition activities shall be performed in a safe and workmanlike manner in accordance with best practices and recognized methods. Demolition activities shall be performed in such a manner so as to minimize inconveniences to the surrounding neighborhood and/or the Owner. Minimum requirements for performing demolition Work include, but are not limited to the following:
 - 1. Demolish concrete and masonry in small sections.
 - 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
 - 3. Provide services for effective air and water pollution controls as required by local Authorities having jurisdiction, and comply with governing regulations pertaining to environmental protection.

4. Small structures may be demolished by bulldozer techniques subject to the review of Owner's Representative.
 5. Demolish foundation walls and footing to their complete depth including bedding materials. Demolish and remove below-grade wood or metal construction. Break up and remove below-grade concrete slabs.
 6. Break up and remove concrete slab-on-grade unless specifically shown to remain on the Drawings.
 7. Remove structural framing members and lower to ground by means of hoist, or other suitable methods.
 8. Completely backfill below-grade areas and voids including but not limited to excavation for removal of sewer lines, watermains, underground tanks, etc. and/or as otherwise required from resulting demolition Work. Backfilling shall comply with the following:
 - a. Provide fill consisting of approved earth. Use satisfactory solid materials consisting of stone, gravel, and sand, free from debris, trash, frozen materials, roots and other organic matter, and stone larger than 2 inches.
 - b. Prior to placement of fill materials, ensure that areas to be filled are free of standing water, frost, frozen material, organic materials, garbage, trash, debris, and/or remnants/materials of structure(s) being demolished.
 - c. Place fill materials in horizontal layers not exceeding 6 inches in loose depth. Compact each layer at optimum moisture content of the fill material to a density equal to the original adjacent ground, unless subsequent excavation for new work is required.
 - d. After fill placement and compaction, grade the surface to meet adjacent contours and to provide flow to surface drainage structures.
- B. If unanticipated elements are discovered (such as artifacts, special and/or hazardous waste, underground storage tanks not specifically shown on the Drawings, etc.) which conflict with intended function of these Specification, contractor shall stop Work in the area affected and immediately notify the Owner; and shall:
1. Investigate and measure both nature and extent of the conflict.
 2. Submit photos and report to Owner's Representative in written, accurate detail.

3. Pending receipt of directive from Owner's Representative rearrange demolition schedule as necessary to continue overall job progress without delay.

3.04 SALVAGE MATERIALS

Not applicable

3.05 DISPOSAL OF DEMOLISHED MATERIALS

A. General. The Contractor shall:

1. Remove debris, rubbish and other materials resulting from demolition operations from site.
2. Transport and legally dispose of materials off site.

B. Burning. Burning of removed materials is not permitted on Project Site.

C. Special Waste and Hazardous Materials. If special waste and/or hazardous materials are encountered in areas other than those indicated on the Drawings during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

3.06 CLEAN-UP AND REPAIR

A. Upon Completion of Demolition Work, remove tools, equipment and demolished materials from site.

B. Remove Protections and return adjacent areas to conditions existing prior to the start of Work, or as otherwise may be agreed upon with Owner's Representative.

C. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of demolition Work. Repair adjacent construction or surfaces soiled or damaged by demolition Work..

PART 4 MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

Measurement will not be made for the Work specified in this Section.

4.02 PAYMENT

- A. Payment for the Work specified in this Section will be paid for at the contract price of a LUMP SUM for each BUILDING REMOVAL, as per the individual estimates provided.
- B. These prices shall be full compensation for furnishing all materials, equipment and labor, and for performing the demolition Work including all incidentals necessary to complete the Items, where specified or not.
- C. Payment will not be made for any other Items except as listed above. All other costs associated with such Work shall be considered incidental and shall be included in the prices bid for the various items to which they pertain.

REMOVE CONCRETE FOUNDATION

Description:

This work shall consist of removing the entire concrete foundation according to Section 501 of the Standard Specifications for Road and Bridge Construction and as specified herein. Removed material shall be disposed of off-site by the Contractor in accordance with Article 202.03 of the Standard Specifications. Removal and disposal of any steel I beams, rebar and/or steel mesh encountered within the concrete shall be considered incidental to this item. It shall be the Contractor's responsibility to visit the site and examine each foundation to determine the machinery and construction method necessary to remove each foundation.

Payment:

This work will be paid for at the contract unit price for each, Remove Concrete Foundation, which price shall include all necessary equipment and labor to remove and dispose of the materials.

CONSTRUCTION LAYOUT

DESCRIPTION

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

The Contractor shall provide field forces, equipment and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal or vertical controls, including supplementary benchmarks, necessary to secure a correct layout of the work. Stakes for line and grade of pavement and/or curb shall be set at sufficient station intervals not to exceed (50 ft.) to assure substantial conformance to plan line and grade. The Contractor will not be required to set additional stakes to locate a utility line which is not included as a pay item in the contract nor to determine property lines between private properties.

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

RESPONSIBILITY OF THE ENGINEER

- a. The Engineer will supply the contractor a digital 3D file in a MicroStation format for the contractor's use in laying out the site grading.
- b. The Engineer will locate and reference the centerline of all roads and streets except interchange ramps. The centerline of private entrances and short street intersection returns will not be located or referenced by the Engineer.

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

- c. Benchmarks will be established along the project outside of construction lines not exceeding (1,000 ft.) intervals horizontally and (20 ft.) vertically.
- d. Stakes set for (a) and (b) above will be identified in the field to the Contractor.
- e. The Engineer will make random checks of the Contractor's staking to determine if the work is in substantial conformance with the plans. Where the Contractor's work will tie into work that is being or will be done by others, checks will be made

to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

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

RESPONSIBILITY OF THE CONTRACTOR

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

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

- b. The contractor shall manipulate the Engineer's 3D files to utilize the file for all site construction layout.

BASIS OF PAYMENT

This item will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT, which price shall be payment in full for all services, materials, labor and other items to complete the work.

DEBRIS REMOVAL

Description:

This work consists of removing and disposing of all debris from Brewster Creek and the North Arm of Brewster Creek as shown on the plans and as directed by the Engineer. Debris may include asphalt, concrete, building materials, utility structures, pipe materials, felled trees, brush, gravel and all other non-nature material located between the top of banks of the channel.

Care shall be taken to avoid impacts to the streambank and desirable vegetation along the streambank. This may require the use of small machinery, hand operated equipment and hand labor. The contractor shall also take special care to ensure that no debris is discharged into waters of the U.S.

Method of Measurement:

DEBRIS REMOVAL and will be measured in place and paid for at the contract unit price per cubic yard.

Basis of Payment:

This work will be paid for at the contract unit price per cubic yard for DEBRIS REMOVAL which price shall include all labor, materials and equipment necessary to complete the work as specified.

DUST CONTROL WATERING

Description:

This work shall consist of the control of dust resulting from the construction operations exclusively. This item shall not be used in the compaction of earth embankments.

The dust shall be controlled by the uniform application of sprinkled water and shall be applied only when directed and in a manner approved by the Engineer.

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

Measurement:

This work will be measured in units of gallons of water applied. One unit will be equivalent to 1,000 gallons of water applied.

Payment:

This work will be paid for at the Contract unit price per unit as Dust Control Watering, which price shall be payment in full for furnishing all labor, water and equipment for controlling dust as specified.

SELECTIVE CLEARING

Description:

This work shall consist of extensive removal and disposal of shrubs, brush, debris (including rocks, bottles, etc.) and selected trees up to six (6) inches in diameter. All trees and shrubs to be saved shall be carefully protected as provided by Article 201.05 of the Standards Specifications. Location for Selective Clearing and the specific vegetation to be cleared or saved shall be designated by the Engineer.

The undesirable trees and brush (Siberian Elm, European Buckhorn, Mulberry, etc.) shall be cut flush with the ground and all stubs or stumps shall be treated with a resprout herbicide approved by the Engineer to prevent regrowth from the stumps. Trees of Tree of Heaven shall not be cut off as specified above, but shall be pulled or grubbed in such a manner as to insure complete removal. Branches on remaining trees shall be pruned off up to 6 feet from the ground.

All cleared areas shall be graded, trimmed, smoothed, and finished uniformly to the satisfaction of the Engineer with equipment approved by the Engineer. Disposal of material shall be done in accordance with Article 202.02

Measurement:

Selective Clearing will be measured in units of 1,000 square feet. Areas not meeting the satisfaction of the Engineer shall not be measured for payment. Plan quantities are estimate only. Actual quantities will be measured in place. Agreement to plan quantities will not be allowed.

Payment:

This work will be paid for at the contract unit price per unit for Selective Clearing. Payment for Selective Clearing shall include the cost of all minor grading, debris removal and disposal, trimming, pruning, smoothing, finishing, labor, materials, tools and equipment required to complete the work as specified herein and to the satisfaction of the Engineer.

CAST-IN-PLACE REINFORCED CONCRETE END SECTIONS 48" (SPECIAL)

All work for the CAST-IN-PLACE REINFORCED CONCRETE END SECTION 48" (SPECIAL) shall be in accordance with Section 542 of the Standard Specifications, and as described in the Special Provision herein.

The standard CAST-IN-PLACE REINFORCED CONCRETE END SECTION 48" (SPECIAL) has been modified to include a concrete weir that will be cast in place at an elevation as specified on the plans and attached to the concrete end section. An orifice opening with size as shown in the plans will be cut from the weir. The orifice elevation and size shall be as specified on the plans. The end section will be in the location as specified on the plans and will be a control structure for flow regulation for detention requirements.

Payment:

All material and work to modify the end sections shall be included in the cost of CAST-IN-PLACE REINFORCED CONCRETE END SECTION 48" (SPECIAL) and shall be paid for by EACH.

CONTROL STRUCTURE

Description:

This work shall consist of the construction and installation of a precast CONTROL STRUCTURE in accordance with the details on the plans and as specified herein.

Materials:

Concrete:	IDOT Section 1020 IDOT Class PC (f'c min – 4,500 PSI)
Reinforcing Steel:	AASHTO M42 Grade 60 deformed
Frame and Grate:	Frame & Grate, 4"
Top:	IDOT STANDARD 602601 Precast Reinforced Concrete Flat Slab Top
Steps:	Plastic Polymer Steps
Mastic Joint Sealer:	IDOT Section 1056
Loading:	AASHTO HS-20

Construction Requirements:

Precast concrete units shall be constructed in accordance with IDOT Section 504. Shop drawings signed and sealed by a Structural Engineer licensed to practice in the state of Illinois shall be submitted prior to fabrication. The control structure shall consist of a manhole with a steel plate weir of an elevation and an orifice of size and elevation as specified on the plans. Installation of the precast concrete CONTROL STRUCTURE shall be in accordance with IDOT Section 602.

Basis of Payment:

This work shall be paid for at the contract unit price per each for CONTROL STRUCTURE which price will include all labor, equipment and materials to complete the work.

SEEDING, CLASS 4 (MODIFIED) MESIC PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Mesic Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FAC-	Andropogon gerardii	big bluestem	2.000
FACU-	Andropogon scoparius	little bluestem	0.500
UPL	Bouteloua curtipendula	side oats	0.250
FAC-	Elymus canadensis	Canada wild rye	1.000
FAC+	Panicum virgatum	switch grass	0.750
FACU+	Sorghastrum nutans	indian grass	1.500
UPL	Carex bicknellii	Bicknell's sedge	0.062
Total Weight of Seeds (LB PLS)			6.062

* = inoculant required

Cover Crop:

		oats	32.000
UPL	Lolium multiflorum	annual rye	3.000
Total Weight of Seeds (LB PLS)			35.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Mesic Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4, (Modified) Mesic Prairie.

SEEDING, CLASS 4 (MODIFIED) WET TO MESIC PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Wet to Mesic Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FAC-	Andropogon gerardii	big bluestem	1.500
OBL	Calamagrostis canadensis	blue joint grass	0.350
FACW-	Elymus virginicus	Virginia wild rye	1.000
FACW	Glyceria striata	fowl manna grass	0.500
FACW	Hierchloe odorata	vanilla grass	0.500
OBL	Leersia oryzoides	rice cut grass	1.000
FAC+	Panicum virgatum	switch grass	0.250
FACW+	Spartina pectinata	cord grass	0.250
FAC	Carex annectens xanthocarpa	yellow fruited sedge	0.125
OBL	Carex bebbii	Bebb's sedge	0.125
OBL	Carex buxbaumii	sedge	0.063
FAC	Carex normalis	normal sedge	0.125
OBL	Carex vulpinoidea	fox sedge	0.125
Total Weight of Seeds (LB PLS)			5.913
Cover Crop:			
OBL	Agrostis alba palustris	bent grass	1.000
UPL	Lolium multiflorum	annual rye	3.000
FACW+	Polygonum pennsylvanicum	Pennsylvania knotweed	0.250
Total Weight of Seeds (LB PLS)			4.250

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Wet to Mesic Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Wet to Mesic Prairie.

SEEDING, CLASS 4 (MODIFIED) WET PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Wet Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FACW-	<i>Elymus virginicus</i>	Virginia wild rye	1.000
OBL	<i>Calamagrostis canadensis</i>	blue joint grass	0.500
FACW	<i>Glyceria striata</i>	fowl manna grass	0.750
OBL	<i>Leersia oryzoides</i>	rice cut grass	1.500
FAC+	<i>Panicum virgatum</i>	switch grass	0.500
FACW+	<i>Spartina pectinata</i>	cord grass	0.500
FAC	<i>Carex annectens xanthocarpa</i>	yellow fruited sedge	0.125
OBL	<i>Carex bebbii</i>	Bebb's sedge	0.125
OBL	<i>Carex buxbaumii</i>	sedge	0.063
FAC	<i>Carex normalis</i>	normal sedge	0.125
OBL	<i>Carex vulpinoidea</i>	fox sedge	0.125
Total Weight of Seeds (LB PLS)			5.313
Cover Crop:			
OBL	<i>Agrostis alba palustris</i>	bent grass	1.500
FACW+	<i>Polygonum pennsylvanicum</i>	Pennsylvania knotweed	0.250
Total Weight of Seeds (LB PLS)			1.750

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Wet Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Wet Prairie.

SEEDING, CLASS 4 (MODIFIED) WET TO MESIC SAVANNA

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Wet to Mesic Savanna

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FAC-	Andropogon gerardii	big bluestem	0.412
FAC	Bromus kalmii	Kalm's brome	0.015
FACW-	Bromus latiglumis	ear-leafed brome	0.250
FACW	Cinna arundinacea	wood reed grass	0.250
FACU	Diarrhena americana	beakgrass	0.150
FAC-	Elymus riparius	riverbank rye	0.125
FACU	Elymus villosus	silky wild rye	0.250
FACW-	Elymus virginicus	Virginia wild rye	3.000
FACW	Muhlenbergia mexicana	leafy satin grass	0.250
FAC	Carex blanda	common wood sedge	0.125
OBL	Carex crus-corvi	crowfoot sedge	0.063
FACW+	Carex grayii	Gray's sedge	0.015
FAC-	Carex grisea	wood gray sedge	0.250
OBL	Carex lupuliformis	knobbed hop sedge	0.063
OBL	Carex lupulina	hop sedge	0.063
FAC	Carex normalis	normal sedge	0.063
FACW+	Carex projecta	necklace sedge	0.125
FAC	Carex shortiana	Short's sedge	0.125
OBL	Carex vulpinoidea	fox sedge	0.500
FACU+	Festuca obtusa	nodding fescue	0.015
FACW	Glyceria striata	fowl manna grass	2.000
Total Weight of Seeds (LB PLS)			8.109
Cover Crop:			
UPL	Lolium multiflorum	annual rye	3.000
Total Weight of Seeds (LB PLS)			3.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.

2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Wet to Mesic Savanna will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Wet to Mesic Savanna

SEEDING, CLASS 4 (MODIFIED) SHADY FLOODPLAIN

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Shady Floodplain

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FACW-	Bromus latiglumis	ear leaved brome	0.400
FACW	Cinna arundinacea	common wood reed	0.500
FACU	Diarrhena americana	beak grass	0.031
FAC-	Elymus riparius	riverbank rye	1.000
FACU	Elymus villosus	silky wild rye	0.768
FACW-	Elymus virginicus	Virginia wild rye	2.000
FACU+	Festuca obtusa	nodding fescue	0.150
FACW	Glyceria striata	fowl manna grass	0.500
Total Weight of Seeds (LB PLS)			5.349
Cover Crop:			
UPL	Lolium multiflorum	annual rye	4.000
Total Weight of Seeds (LB PLS)			4.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Shady Floodplain will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Shady Floodplain.

SEEDING, CLASS 4 (MODIFIED) DETENTION BASIN

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Detention Basin

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Agrostis alba palustris	bent grass	1.500
FACW-	Elymus virginicus	Virginia wild rye	2.250
FACW	Glyceria striata	fowl manna grass	1.250
OBL	Leersia oryzoides	rice cut grass	1.250
FACW	Carex blanda	common wood sedge	0.125
OBL	Carex stipata	awl fruited sedge	0.125
OBL	Carex vulpinoidea	fox sedge	1.000
OBL	Cyperus erythrorhizos	red-rooted nut sedge	0.125
Total Weight of Seeds (LB PLS)			7.625
Cover Crop:			
FACW	Agrostis alba	red top grass	1.500
FACW	Echinochloa crusgalli	barnyard grass	3.000
Total Weight of Seeds (LB PLS)			4.500

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Detention Basin will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Detention Basin.

SEEDING, CLASS 4 (MODIFIED) SEDGE MEADOW

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Sedge Meadow

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Agrostis alba palustris	bent grass	1.000
OBL	Calamagrostis canadensis	blue joint grass	0.500
OBL	Leersia oryzoides	rice cut grass	1.500
OBL	Carex bebbii	Bebb's sedge	0.125
OBL	Carex comosa	bottlebrush sedge	0.125
FACW+	Carex cristatella	crested sedge	0.125
FACW	Carex scoparia	pointed broom sedge	0.125
OBL	Carex stipata	awl fruited sedge	0.125
OBL	Carex vulpinoidea	fox sedge	0.500
Total Weight of Seeds (LB PLS)			4.125
Cover Crop:			
FACW	Echinochloa crusgalli	barnyard grass	3.000
Total Weight of Seeds (LB PLS)			3.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Sedge Meadow will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Sedge Meadow.

SEEDING, CLASS 4 (MODIFIED) EMERGENT AQUATIC

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 4 (Modified) Emergent Aquatic

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Agrostis alba palustris	bent grass	0.529
OBL	Calamagrostis canadensis	blue joint grass	0.500
FACW-	Elymus virginicus	Virginia wild rye	1.000
OBL	Glyceria grandis	reed manna grass	0.031
FACW	Glyceria striata	fowl manna grass	0.125
OBL	Leersia oryzoides	rice cut grass	1.500
FACW+	Spartina pectinata	cord grass	0.500
OBL	Carex comosa	bottlebrush sedge	0.375
Total Weight of Seeds (LB PLS)			4.560
Cover Crop:			
FACW	Echinochloa crusgalli	barnyard grass	3.000
Total Weight of Seeds (LB PLS)			3.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 4 (Modified) Emergent Aquatic will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 4 (Modified) Emergent Aquatic.

SEEDING, CLASS 5 (MODIFIED) MESIC PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Mesic Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
UPL	<i>Amorpha canescens</i>	leadplant	0.125
UPL	<i>Aster laevis</i>	smooth blue aster	0.062
FACW	<i>Aster novae-angliae</i>	New England aster	0.062
FACU+	<i>Baptisia leucantha*</i>	white wild indigo	0.062
FACU-	<i>Cassia fasciculata*</i>	partridge pea	0.125
UPL	<i>Echinacea purpurea</i>	purple coneflower	0.420
FAC+	<i>Eryngium yuccifolium</i>	rattlesnake master	0.188
UPL	<i>Heliopsis helianthoides</i>	ox-eye sunflower	0.031
FACU	<i>Lespedeza capitata*</i>	roundhead bushclover	0.125
UPL	<i>Liatris aspera</i>	button blazing star	0.125
FAC-	<i>Liatris pycnostachya</i>	prairie blazing star	0.188
FACU	<i>Monarda fistulosa</i>	bergamot	0.031
UPL	<i>Parthenium integrifolium</i>	wild quinine	0.063
FAC-	<i>Penstemon digitalis</i>	foxglove beardtongue	0.125
UPL	<i>Petalostemum purpureum</i>	purple prairie clover	0.063
OBL	<i>Physostegia virginiana</i>	fase dragonhead	0.063
FACU-	<i>Potentilla arguta</i>	prairie cinquefoil	0.063
UPL	<i>Ratibida pinnata</i>	yellow coneflower	0.125
FACU	<i>Rosa blanda</i>	early wild rose	0.125
FACU	<i>Rudbeckia hirta</i>	black-eyed susan	0.250
FACU+	<i>Rudbeckia subtomentosa</i>	sweet coneflower	0.250
UPL	<i>Silphium integrifolium</i>	rosin weed	0.188
UPL	<i>Silphium laciniatum</i>	compass plant	0.188
FACU	<i>Silphium terebinthinaceum</i>	prairie dock	0.188
UPL	<i>Solidago nemoralis</i>	old-field goldenrod	0.125
OBL	<i>Solidago riddellii</i>	Riddell's goldenrod	0.063
FACW-	<i>Solidago rigida</i>	stiff goldenrod	0.063
UPL	<i>Solidago speciosa</i>	showy goldenrod	0.063
FACU+	<i>Tradescantia ohioensis</i>	spiderwort	0.063
UPL	<i>Verbena stricta</i>	hoary vervain	0.125
FACW	<i>Vernonia fasciculata</i>	common ironweed	0.188

FAC	Veronicastrum virginicum	Culver's root	0.013
		Total Weight of Seeds (LB PLS)	3.938

* = inoculant required

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Mesic Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Mesic Prairie.

SEEDING, CLASS 5 (MODIFIED) WET TO MESIC PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Wet to Mesic Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.063
UPL	<i>Aster laevis</i>	smooth blue aster	0.125
FACW	<i>Aster novae-angliae</i>	New England aster	0.031
OBL	<i>Aster prealtius</i>	willow aster	0.031
FACU+	<i>Baptisia leucantha</i>	wild white indigo	0.250
OBL	<i>Chelone glabra</i>	turtle head	0.031
FAC-	<i>Desmodium canadense</i>	showy tick trefoil	0.150
OBL	<i>Eupatorium maculatum</i>	spotted joe pye weed	0.259
FACW+	<i>Eupatorium perfoliatum</i>	boneset	0.115
FACW+	<i>Helenium autumnale</i>	sneezeweed	0.500
FAC+	<i>Hypericum pyramidatum</i>	great St. John's wort	0.063
OBL	<i>Iris virginica shrevei</i>	blue flag	0.125
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
FACW	<i>Juncus torreyi</i>	Torrey rush	0.062
FAC	<i>Liatris spicata</i>	spiked gayfeather	0.188
FAC-	<i>Liatris pycnostachya</i>	prairie gayfeather	0.313
FACW+	<i>Lobelia siphilitica</i>	great blue lobelia	0.031
OBL	<i>Lycopus americanus</i>	water horehound	0.063
OBL	<i>Lythrum alatum</i>	winged loosestrife	0.015
OBL	<i>Mimulus ringens</i>	monkey flower	0.031
FACU	<i>Monarda fistulosa</i>	bergamot	0.016
OBL	<i>Penthorum sedoides</i>	ditch stonecrop	0.001
OBL	<i>Physostegia virginiana</i>	false dragonhead	0.063
FACW+	<i>Pycnanthemum virginianum</i>	common mountain mint	0.160
FACU	<i>Rudbeckia hirta</i>	black-eyed susan	0.250
FACW+	<i>Rudbeckia laciniata</i>	wild golden glow	0.063
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
FACW-	<i>Silphium perfoliatum</i>	cup plant	0.125
OBL	<i>Solidago riddellii</i>	Riddell's goldenrod	0.063
FACW-	<i>Solidago rigida</i>	stiff goldenrod	0.125
FACW+	<i>Verbena hastata</i>	blue vervain	0.046

Kane County Division of Transportation
Stearns Road Corridor
Wetland Mitigation Site
Section No. 06-00214-03-BR

FACW	Vernonia fasciculata	common ironweed	0.018
FAC	Veronicastrum virginicum	Culver's root	0.063
FAC+	Zizia aurea	golden alexander	0.031
		Total Weight of Seeds (LB PLS)	4.001

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Wet to Mesic Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Wet to Mesic Prairie.

SEEDING, CLASS 5 (MODIFIED) WET PRAIRIE

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Wet Prairie

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.063
UPL	<i>Aster laevis</i>	smooth blue aster	0.125
FACW	<i>Aster novae-angliae</i>	New England aster	0.031
OBL	<i>Aster prealtius</i>	willow aster	0.031
OBL	<i>Chelone glabra</i>	turtle head	0.031
FAC-	<i>Desmodium canadense</i>	showy tick trefoil	0.150
OBL	<i>Eleocharis acicularis</i>	needle spike rush	0.062
OBL	<i>Eleocharis erythropoda</i>	red-rooted spike rush	0.062
OBL	<i>Eupatorium maculatum</i>	spotted joe pye weed	0.400
OBL	<i>Iris virginica shrevei</i>	blue flag	0.250
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
FACW	<i>Juncus torreyi</i>	Torrey rush	0.062
OBL	<i>Lycopus americanus</i>	water horehound	0.063
OBL	<i>Lythrum alatum</i>	winged loosestrife	0.015
OBL	<i>Mimulus ringens</i>	monkey flower	0.031
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
FACW-	<i>Solidago rigida</i>	stiff goldenrod	0.125
		Total Weight of Seeds (LB PLS)	2.032

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Wet Prairie will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Wet Prairie.

SEEDING, CLASS 5 (MODIFIED) WET TO MESIC SAVANNA

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Wet to Mesic Savanna

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FACW	Actinomeris alternifolia	wingstem	0.188
FACW-	Aster lateriflorus	calico aster	0.031
FACW	Aster novae-angliae	New England Aster	0.125
OBL	Bidens cernua	nodding bur marigold	0.250
OBL	Cicuta maculata	water hemlock	0.031
FAC	Clematis virginiana	virgin's bower	0.063
FAC	Cryptotaenia canadensis	honewort	0.015
UPL	Eupatorium purpureum	purple joe pye weed	0.031
UPL	Eupatorium rugosum	white snake root	0.063
FACW+	Helenium autumnale	sneezeweed	0.063
UPL	Heracleum maximum	cow parsnip	0.375
OBL	Lobelia cardinalis	cardinal flower	0.031
FACW+	Lobelia siphilitica	great blue lobelia	0.031
OBL	Lycopus americanus	common water horehound	0.125
OBL	Mimulus ringens	monkey flower	0.031
FACU-	Osmorhiza claytoni	wooly sweet cicely	0.062
FACW	Physostegia virginiana speciosa	false dragonhead	0.031
FACW+	Rudbeckia laciniata	green coneflower	0.063
FACW-	Silphium perfoliatum	cup plant	0.125
FACW	Solidago gigantea	late goldenrod	0.031
FACW+	Verbena hastata	blue vervain	0.063
FAC+	Zizia aurea	golden alexanders	0.063
Total Weight of Seeds (LB PLS)			1.891

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Wet to Mesic Savanna will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Wet to Mesic Savanna.

SEEDING, CLASS 5 (MODIFIED) SHADY FLOODPLAIN

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Shady Floodplain

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
FACW	<i>Impatiens capensis</i>	orange jewelweed	0.250
FACW	<i>Actinomeris alternifolia</i>	wingstem	0.620
FAC-	<i>Aquilegia canadensis</i>	wild columbine	0.620
FACW-	<i>Aster lateriflorus</i>	side flowering aster	0.620
UPL	<i>Aster shortii</i>	Short's aster	0.150
OBL	<i>Boehmeria cylindrica</i>	false nettle	0.125
FAC	<i>Campanula americana</i>	tall bellflower	0.060
FAC	<i>Carex blanda</i>	common wood sedge	0.062
UPL	<i>Eupatorium rugosum</i>	white snake root	0.150
FACW	<i>Leersia virginica</i>	white grass	0.250
FAC-	<i>Penstemon digitalis</i>	foxglove beard tongue	0.150
FACU	<i>Phlox divaricata</i>	blue phlox	0.150
FACW	<i>Pilea pumila</i>	clearweed	0.150
FACU	<i>Polygonatum canaliculatum</i>	smooth Solomon's sal	0.150
FACW+	<i>Pycnanthemum virginianum</i>	mountain mint	0.150
UPL	<i>Ratibida pinnata</i>	yellow coneflower	0.125
FACW+	<i>Rudbeckia lacinata</i>	wild goldenglow	0.310
FACU	<i>Solidago flexicaulis</i>	broadleaved goldenrod	0.031
FACW	<i>Solidago gigantea</i>	old field goldenrod	0.031
UPL	<i>Solidago ulmifolia</i>	elm leaved goldenrod	0.125
FAC	<i>Veronicastrum virginicum</i>	Culver's root	0.310
FAC+	<i>Zizia aurea</i>	golden alexanders	0.062
Total Weight of Seeds (LB PLS)			4.651

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Shady Floodplain will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Shady Floodplain.

SEEDING, CLASS 5 (MODIFIED) DETENTION BASIN

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Detention Basin

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Asclepias incarnata	swamp milkweed	0.063
OBL	Boehmeria cylindrica	false nettle	0.063
FAC	Clematis virginiana	virgin's bower	0.015
OBL	Eleocharis erythropoda	red-rooted spike rush	0.025
FACU	Erechtites hieracifolia	fireweed	0.015
FACW-	Helianthus grosseserratus	saw tooth sunflower	0.015
FACW+	Juncus bufonius	Juncus tenuis complex	0.185
FACW	Juncus torreyi	Torrey's rush	0.025
OBL	Penthorum sedoides	ditch stonecrop	0.125
FACW+	Polygonum lapathifolium	nodding smartweed	0.250
FACW+	Polygonum pensylvanicum	giant smartweed	0.250
FACW+	Rudbeckia laciniata	green coneflower	0.250
FACW-	Rumex altissimus	pale dock	0.063
OBL	Scirpus atrovirens	dark green rush	0.625
OBL	Scirpus pendulus	red bulrush	0.125
OBL	Scirpus validus creber	soft stem bulrush	0.125
FACW	Teucrium canadensis	germander	0.031
FACW+	Verbena hastata	blue vervain	0.125
Total Weight of Seeds (LB PLS)			2.375

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Detention Basin will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Detention Basin.

SEEDING, CLASS 5 (MODIFIED) SEDGE MEADOW

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Sedge Meadow

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Alisma subcordatum</i>	common water plantain	0.375
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.063
OBL	<i>Aster simplex</i>	panicked aster	0.031
OBL	<i>Eleocharis obtusa</i>	blunt spike rush	0.375
OBL	<i>Epilobium coloratum</i>	cinnamon willow herb	0.031
OBL	<i>Eupatorium maculatum</i>	spotted joe pye weed	0.125
FACW	<i>Juncus balticus littoralis</i>	lakeshore rush	0.031
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
OBL	<i>Penthorum sedoides</i>	ditch stonecrop	0.155
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
OBL	<i>Scirpus cyperinus</i>	wool grass	0.063
OBL	<i>Scirpus pendulus</i>	red bulrush	0.063
OBL	<i>Scirpus validus creber</i>	soft stem bulrush	0.031
Total Weight of Seeds (LB PLS)			1.874

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Sedge Meadow will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Sedge Meadow.

SEEDING, CLASS 5 (MODIFIED) EMERGENT AQUATIC

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Seeding, Class 5 (Modified) Emergent Aquatic

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Acorus calamus</i>	sweet flag	0.250
OBL	<i>Alisma subcordatum</i>	common water plantain	0.063
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.125
	<i>Bidens</i> sp.	tickseed	0.500
OBL	<i>Cephalanthus occidentalis</i>	buttonbush	0.125
OBL	<i>Eleocharis intermedia</i>	matted spike rush	0.063
OBL	<i>Eleocharis obtusa</i>	blunt spike rush	0.063
OBL	<i>Eleocharis smallii</i>	marsh spike rush	0.063
OBL	<i>Hibiscus laevis</i>	halberd leafed rose mallow	0.063
OBL	<i>Iris virginica shrevei</i>	blue flag	0.250
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
OBL	<i>Juncus nodosus</i>	joint rush	0.125
OBL	<i>Peltandra virginica</i>	arrow arum	0.500
	<i>Polygonum</i> sp.	smartweed sp.	1.500
OBL	<i>Pontederia cordata</i>	pickerelweed	0.031
OBL	<i>Sagittaria latifolia</i>	common arrowhead	0.250
OBL	<i>Scirpus acutus</i>	hardstem bulrush	0.063
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
OBL	<i>Scirpus fluviatilis</i>	river bulrush	0.125
OBL	<i>Scirpus pungens</i>	chairmaker's rush	0.125
OBL	<i>Scirpus validus creber</i>	soft stem bulrush	0.250
OBL	<i>Sparganium eurycarpum</i>	bur reed	0.375
Total Weight of Seeds (LB PLS)			5.440

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Seeding, Class 5 (Modified) Emergent Aquatic will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Seeding, Class 5 (Modified) Emergent Aquatic.

INTERSEEDING, CLASS 4 (MODIFIED) SEDGE MEADOW

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Interseeding, Class 4 (Modified) Sedge Meadow

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Agrostis alba palustris	bent grass	1.000
OBL	Calamagrostis canadensis	blue joint grass	0.500
OBL	Leersia oryzoides	rice cut grass	1.500
OBL	Carex bebbii	Bebb's sedge	0.125
OBL	Carex comosa	bottlebrush sedge	0.125
FACW+	Carex cristatella	crested sedge	0.125
FACW	Carex scoparia	pointed broom sedge	0.125
OBL	Carex stipata	awl fruited sedge	0.125
OBL	Carex vulpinoidea	fox sedge	0.500
Total Weight of Seeds (LB PLS)			4.125
Cover Crop:			
FACW	Echinochloa crusgalli	barnyard grass	3.000
Total Weight of Seeds (LB PLS)			3.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Interseeding, Class 4 (Modified) Sedge Meadow will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Interseeding, Class 4 (Modified) Sedge Meadow.

INTERSEEDING, CLASS 4 (MODIFIED) EMERGENT AQUATIC

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Interseeding, Class 4 (Modified) Emergent Aquatic

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	Agrostis alba palustris	bent grass	0.529
OBL	Calamagrostis canadensis	blue joint grass	0.500
FACW-	Elymus virginicus	Virginia wild rye	1.000
OBL	Glyceria grandis	reed manna grass	0.031
FACW	Glyceria striata	fowl manna grass	0.125
OBL	Leersia oryzoides	rice cut grass	1.500
FACW+	Spartina pectinata	cord grass	0.500
OBL	Carex comosa	bottlebrush sedge	0.375
Total Weight of Seeds (LB PLS)			4.560
Cover Crop:			
FACW	Echinochloa crusgalli	barnyard grass	3.000
Total Weight of Seeds (LB PLS)			3.000

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Interseeding, Class 4 (Modified) Emergent Aquatic will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Interseeding, Class 4 (Modified) Emergent Aquatic.

INTERSEEDING, CLASS 5 (MODIFIED) SEDGE MEADOW

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Interseeding, Class 5 (Modified) Sedge Meadow

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Alisma subcordatum</i>	common water plantain	0.375
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.063
OBL	<i>Aster simplex</i>	panicked aster	0.031
OBL	<i>Eleocharis obtusa</i>	blunt spike rush	0.375
OBL	<i>Epilobium coloratum</i>	cinnamon willow herb	0.031
OBL	<i>Eupatorium maculatum</i>	spotted joe pye weed	0.125
FACW	<i>Juncus balticus littoralis</i>	lakeshore rush	0.031
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
OBL	<i>Penthorum sedoides</i>	ditch stonecrop	0.155
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
OBL	<i>Scirpus cyperinus</i>	wool grass	0.063
OBL	<i>Scirpus pendulus</i>	red bulrush	0.063
OBL	<i>Scirpus validus creber</i>	soft stem bulrush	0.031
Total Weight of Seeds (LB PLS)			1.874

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Interseeding, Class 5 (Modified) Sedge Meadow will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Interseeding, Class 5 (Modified) Sedge Meadow.

INTERSEEDING, CLASS 5 (MODIFIED) EMERGENT AQUATIC

Description:

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The seed mix shall be supplied in pounds of Pure Live Seed. All native species will be local genotype and will be from a radius of 150 miles from the site. The seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

Materials:

Revised Article 250.07 Seeding Mixtures – Add the following to Table 1:

Interseeding, Class 5 (Modified) Emergent Aquatic

Ind. Status	Scientific Name	Common Name	LB PLS per Acre
OBL	<i>Acorus calamus</i>	sweet flag	0.250
OBL	<i>Alisma subcordatum</i>	common water plantain	0.063
OBL	<i>Asclepias incarnata</i>	swamp milkweed	0.125
	<i>Bidens</i> sp.	tickseed	0.500
OBL	<i>Cephalanthus occidentalis</i>	buttonbush	0.125
OBL	<i>Eleocharis intermedia</i>	matted spike rush	0.063
OBL	<i>Eleocharis obtusa</i>	blunt spike rush	0.063
OBL	<i>Eleocharis smallii</i>	marsh spike rush	0.063
OBL	<i>Hibiscus laevis</i>	halberd leafed rose mallow	0.063
OBL	<i>Iris virginica shrevei</i>	blue flag	0.250
FAC	<i>Juncus dudleyi</i>	Dudley's rush	0.031
OBL	<i>Juncus nodosus</i>	joint rush	0.125
OBL	<i>Peltandra virginica</i>	arrow arum	0.500
	<i>Polygonum</i> sp.	smartweed sp.	1.500
OBL	<i>Pontederia cordata</i>	pickerelweed	0.031
OBL	<i>Sagittaria latifolia</i>	common arrowhead	0.250
OBL	<i>Scirpus acutus</i>	hardstem bulrush	0.063
OBL	<i>Scirpus atrovirens</i>	dark green rush	0.500
OBL	<i>Scirpus fluviatilis</i>	river bulrush	0.125
OBL	<i>Scirpus pungens</i>	chairmaker's rush	0.125
OBL	<i>Scirpus validus creber</i>	soft stem bulrush	0.250
OBL	<i>Sparganium eurycarpum</i>	bur reed	0.375
Total Weight of Seeds (LB PLS)			5.440

Notes:

1. Purity and germination tests no older than twelve months must be submitted for all seed supplied to verify quantities of bulk seed required to achieve the LB PLS specified.
2. Horticultural grade vermiculite shall be added at a rate of one bushel per acre to facilitate the equal spreading of the seeds over an entire acre.

Measurement:

Interseeding, Class 5 (Modified) Emergent Aquatic will be measured for payment in acres of surface area of seeding.

Payment:

This work will be paid for at the Contract unit price per acre for Interseeding, Class 5 (Modified) Emergent Aquatic.

STRAW MULCH STABILIZATION

Description:

This work shall be completed in accordance with Section 251 of the Standard Specifications, except as modified herein.

Construction Requirements:

Within 24 hours from the time seeding has been performed, the seeded area shall be given a covering of straw mulch and stabilized.

The Contractor shall hand or machine apply straw mulch at the rate of 1.5 ton/acre. The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material. Straw mulch shall be manually crimped to soil

MANAGEMENT OF SOIL EROSION AND SEDIMENT CONTROL

Description:

This work shall consist of the management of the soil erosion aspects of the project, including but not limited to, the cost of the Soil Erosion and Sediment Control Manager, weekly co-inspections, inspections following rainfalls, preparation and adherence to the Soil Erosion and Sediment Control Schedule and maintenance not included in the various pay items.

General Requirements:

This work item is to be performed to assure compliance with the Contract plans and specifications; and the latest editions of the Illinois Environmental Protection Agency "Illinois Urban Manual", and the National Pollutant Discharge Elimination System (NPDES) permit No. ILR10. The Contractor will be required to sign the NPDES permit application prior to starting the work.

Soil Erosion and Sediment Control Manager:

The Contractor shall assign to the project an employee to serve in the capacity of Soil Erosion and Sediment Control Manager. This employee shall be thoroughly experienced in all aspects of soil erosion and sediment control and inspection. The manager shall have the primary responsibility and sufficient authority for the implementation of the approved Soil Erosion and Sediment Control Staging Schedules and methods of operation, including both on-site and off-site activities. At a minimum the schedule will include:

1. The clearing of areas needed to install the initial soil erosion and sediment control measures.
2. Construction of the initial control measures.
3. Completion of the contract work: i.e., earthwork, storm sewer, permanent erosion control and soil stabilization.
4. Removal of temporary erosion control measures.

At least 10 days prior to the beginning of any work the name and credentials of the manager shall be submitted to the Engineer for approval. Any changes in the manager shall require a resubmission. The resubmission shall be timed to ensure that a Soil Erosion and Sediment Control Manager is assigned to the project at all times.

Schedule:

The Contractor shall submit for approval prior to the preconstruction meeting a Soil Erosion and Sediment Control Schedule. The schedule shall indicate the sequence of construction, implementation and maintenance of control, temporary and permanent stabilization and the various stages of soil disturbance.

Preconstruction Conference:

At the preconstruction conference, the Engineer will discuss the Soil Erosion and Sediment Control Schedule with the Contractor. Subsequently a field meeting will be held prior to any soil disturbance to review the schedule.

Inspections Meetings:

Soil Erosion and Sediment Control meeting will be initiated and conducted by the Engineer, attended by the Soil Erosion and Sediment Control Manager and an owner's representative. The first meeting will be held at least five days prior to the start of work. Subsequent meetings will be held once every seven days and after every ½" or more of rainfall.

Measurement:

Management of Soil Erosion and Sediment Control will not be measured for payment.

Payment:

Payment for Management of Soil Erosion and Sediment Control will not be paid for directly but shall be considered as included in the various pay items for soil erosion and sediment control.

TEMPORARY AGGREGATE BERM

Description:

This work shall consist of excavation, placing a filter fabric, installation of 4" perforated corrugated polyethylene tubing in fabric envelope and a protective coating of dumped or hand-laid stone riprap and coarse aggregate for aggregate berms and pumping basins as shown on the Plans and the removal of the riprap and filter fabric upon the completion of the need for these temporary facilities.

Materials:

All materials shall meet the requirements of the following Articles of Section 1000 –
Materials:

Riprap	1005.01
Coarse Aggregate	1004.01
Filter Fabric	1080.03
Perforated Corrugated Polyethylene Tubing	1040.11
Fabric Envelope for Pipe Underdrains	1080.01

General Requirements:

The Temporary Aggregate Berm shall be excavated to the width, length and depth shown on the Plans. Filter Fabric shall be placed under the Riprap and Coarse Aggregate. The Riprap and Coarse Aggregate shall be placed to the lines and grades shown on the Plans.

Once the Engineer determines the berm is no longer necessary the Contractor shall remove the materials.

Measurement:

Temporary Aggregate Berm-Riprap and Temporary Aggregate Berm-Coarse Aggregate will be measured for payment in tons; payment will not be made for riprap or coarse aggregate placed outside of the plan dimensions. Payment will only be made for the initial placement of the Temporary Aggregate Berm-Riprap or Temporary Aggregate Berm-Coarse Aggregate. The filter fabric and 4" perforated corrugated polyethylene tubing in fabric envelope will not be measured separately for payment.

Payment:

Temporary Aggregate Berm-Riprap and Temporary Aggregate Berm-Coarse Aggregate measured as specified will be made at the Contract unit price per ton which payment shall constitute full compensation for excavation as required, furnishing and placing riprap and final removal of riprap and the furnishing, placing and removal of the filter fabric and 4" perforated corrugated polyethylene tubing in fabric envelope.

SOIL EROSION AND SEDIMENT CONTROL – EXCAVATION

Description:

This work shall consist of the clearing, stripping, excavation and satisfactory disposal of all materials, including rock, encountered in the construction of temporary aggregate berms, pumping basins and sump pits.

Excavation shall be carried in such a manner that the existing highway facilities, utilities, railroad tracks, trees, vegetation and other non-highway facilities which are to remain in place will not be damaged.

General Requirements:

Before any excavation all trees, shrubs, roots and topsoil shall be removed from within the limits of the temporary aggregate berms, pumping basins or sump pits. Disposal of cleared materials will be in accordance with Section 201.

Measurement:

Soil Erosion and Sediment Control-Excavation will be measured for payment in its original position by cross sections taken by the Engineer with the volume in cubic yards computed using the average end area method. Material excavated beyond the designated limits will not be measured for payment. No measurements will be made of embankment placed to fill these excavations to final grades.

Payment:

Payment for Soil Erosion and Sediment Control-Excavation measured as specified will be made at the Contract unit price per cubic yard, which payment shall constitute full compensation for clearing, excavating, hauling and disposing of excavated materials, for maintaining the work and backfilling.

SOIL EROSION AND SEDIMENT CONTROL – CLEANOUT

Description:

This work shall consist of the excavation required for the removal of accumulated sediment, vegetation and debris from basins, sumps, berms, the area adjacent to perimeter erosion barriers, ditch checks and any other cleanout excavation of accumulated sediment.

General Requirements:

Vegetation, sediment and minor debris build-ups shall be removed and the capacity of the control devices re-established at the direction of the Engineer when the capacity of the basin, sump, berm, barriers or check has been reduced by 50%. Silt fences shall be inspected after every storm event. Sediment build up against silt fences shall be removed when bulges develop in the fence or when silt reaches 50% of the height.

Removed material shall be disposed of, on-site or off-site, in accordance with Article 202.03.

Measurement:

Soil Erosion and Sediment Control-Cleanout will be measured and the volume calculated in cubic yards.

Payment:

Payment for Soil Erosion and Sediment Control-Cleanout measures as specified, will be made at the Contract unit price per cubic yard, which payment shall constitute full compensation for excavating, hauling and disposing of excavated materials and completing the work specified.

TEMPORARY RIPRAP

Description:

This work shall consist of excavation, placing a filter fabric and a protective coating of dumped or hand-laid stone riprap for aggregate berms, pumping basins and sum pits as shown on the Plans and the removal of the riprap and filter fabric upon the completion of the need for these temporary facilities.

Materials:

All materials shall meet the requirements of the following Articles of Section 1000 –
Materials:

Riprap	1005.01
Filter Fabric	1080.03

Measurement:

Temporary Riprap will be measured for payment in tons; payment will not be made for Riprap outside of the plan dimensions. Payment will only be made for the initial placement of the Temporary Riprap.

Payment:

Temporary Riprap measured as specified will be made at the Contract unit price per ton which payment shall constitute full compensation for excavation as required, furnishing and placing riprap and final removal of riprap and the furnishing, placing and removal of the filter fabric.

TEMPORARY DITCH CHECKS

Description:

This work shall consist of constructing temporary ditch checks at locations and of the type as shown on the plans, or as directed by the Engineer during the life of the project. This work will be completed per Section 280 of the Standard Specification for Road and Bridge Construction.

Measurement:

Temporary Ditch Checks, Rolled Excelsior and Temporary Ditch Checks, Silt Fence will be measured for payment in feet in place.

Payment:

Temporary Ditch Checks, Rolled Excelsior and Temporary Ditch Checks, Silt Fence will be paid for at the Contract unit price per foot for the type specified.

PERIMETER EROSION BARRIER, ROLLED EXCELSIOR

Description:

This work shall consist of constructing perimeter erosion barrier at locations and of the type as shown on the plans, or as directed by the Engineer during the life of the project. This work will be completed per Section 280 of the Standard Specification for Road and Bridge Construction.

Measurement:

Perimeter Erosion Barrier, Rolled Excelsior will be measured for payment in feet in place.

Payment:

Perimeter Erosion Barrier, Rolled Excelsior will be paid for at the Contract unit price per foot for the type specified.

COARSE AGGREGATE CA-3

Description:

This work shall be in accordance with Section 281 of the Standard Specifications.

Materials:

All materials shall meet the requirements of the following Articles of Section 1000 –
Materials:

Coarse Aggregate (CA-3)	1004.01
-------------------------	---------

General Requirements:

The Coarse Aggregate shall be placed to the lines and grades shown on the Plans.

Measurement:

Coarse Aggregate CA-3 will be measured for payment in tons; payment will not be made for coarse aggregate placed outside of the plan dimensions. Work will be in accordance with rip rap pay item except material will be CA.

Payment:

Coarse Aggregate CA-3 measured as specified will be made at the Contract unit price per ton which payment shall constitute full compensation for excavation as required, furnishing and placing coarse aggregate.

LEVEL SPREADER

Description:

The completion of this work shall consist of the excavation, construction and installation of all materials used to construct the level spreader including the placement of the filter fabric, coarse aggregate, treated timber, and reinforcement as shown on the plans and as directed by the engineer.

Care shall be taken to avoid impacts to the streambank and desirable vegetation along the streambank. This may require the use of small machinery, hand operated equipment and hand labor. The contractor shall also take special care to ensure that no debris is discharged into waters of the U.S.

Materials:

All materials shall meet the requirements of the following Articles of Section 1000 – Materials:

Coarse Aggregate	CA-3	1004.01
Reinforcement as specified on plans.		
Treated timber as specified on plans.		
Filter fabric as specified on plans.		

General Requirements:

The Coarse Aggregate shall be placed to the lines and grades shown on the Plans.

Measurement:

Coarse Aggregate CA-3 will be measured for payment in tons; payment will not be made for coarse aggregate placed outside of the plan dimensions. Work will be in accordance with sip rap pay item except material will be CA.

Payment:

This work will be paid for at the Contract unit price for each, LEVEL SPREADER, of the number specified, which price shall include all necessary equipment to which payment shall constitute full compensation for excavations, installation of timber lip, furnishing and placing coarse aggregate and all other materials.

UTILITY STRUCTURE REMOVAL

Description:

This work shall consist of furnishing all labor, equipment and materials necessary to remove the utility structures shown on the plans.

Payment:

This work shall be paid for at the Contract unit price for each, Utility Structure Removal, of the number specified, which price shall include all necessary equipment to remove and dispose of the materials.

TOPSOIL EXCAVATION AND PLACEMENT

Description:

This work shall be completed in accordance with Section 211 of the Standard Specifications, except as modified herein.

Payment:

Topsoil Excavation and Placement will be paid for at the Contract unit price per square yard of the thickness specified.

PDK



ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. BOX 19276, SPRINGFIELD, ILLINOIS 62794-9276 - (217) 782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601 - (312) 814-6026

217/782-3362 ROD R. BLAGOJEVICH, GOVERNOR DOUGLAS P. SCOTT, DIRECTOR

SEP 22 2006

Chicago District
Corps of Engineers
111 North Canal Street, 6th Floor
Chicago, IL 60606

Re: Kane County Department of Transportation (Kane & DuPage Counties)
Stearns Road Extension (Route 25 to Randall Road) - Unnamed Wetlands, Fox River and Tributaries
Log # C-0959-05 [CoE appl. # 199600199]

Gentlemen:

This Agency received a request on December 8, 2005 from the Kane County Department of Transportation requesting necessary comments concerning the extension of Stearns Road from Route 25 to Randall Road impacting wetlands, Fox River and tributaries. We offer the following comments.

Based on the information included in this submittal, it is our engineering judgment that the proposed project may be completed without causing water pollution as defined in the Illinois Environmental Protection Act, provided the project is carefully planned and supervised.

These comments are directed at the effect on water quality of the construction procedures involved in the above described project and are not an approval of any discharge resulting from the completed facility, nor an approval of the design of the facility. These comments do not supplant any permit responsibilities of the applicant toward the Agency.

This Agency hereby issues certification under Section 401 of the Clean Water Act (PL 95-217), subject to the applicant's compliance with the following conditions:

1. The applicant shall not cause:
 - a. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b. water pollution defined and prohibited by the Illinois Environmental Protection Act; or
 - c. interference with water use practices near public recreation areas or water supply intakes.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.

ROCKFORD - 4302 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES - 9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000
ELGIN - 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA - 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA - 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-5800
SPRINGFIELD - 4500 S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE - 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120
MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200

PRINTED ON RECYCLED PAPER

3. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by this Agency. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be constructed during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area on or after March 10, 2003. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).
6. The Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/streambanks, or 3) placed in waters of the State.
7. The proposed work shall be constructed with adequate erosion control measures (i.e., silt fences, straw bales, etc.) to prevent transport of sediment and materials to the adjoining wetlands and downstream.
8. The wetland mitigation plan received by the Agency on December 8, 2005 shall be implemented. Modifications to the wetland mitigation plan must be submitted to the Agency for approval. The permittee shall submit annual reports by July 1 of each calendar year on the status of the mitigation. The first annual report shall include a hydric soils determination that represents the soils at the completion of initial construction for the wetland mitigation site(s). The permittee shall monitor the mitigation for 5 years after the completion of initial construction. A final report shall be submitted within 90 days after completion of a 5-year monitoring period. Each annual report and the final report shall include the following: IEPA Log No., date of completion of initial construction, representative photographs, floristic quality index, updated topographic maps, description of work in the past year, the performance standards for the mitigation as stated in the mitigation plan, and the activities remaining to complete the mitigation plan. For wetland mitigation sites containing non-hydric soils at the time of initial construction, the final report shall include a hydric soils determination that represents the soils at the end of the 5-year monitoring period. For wetland mitigation provided by purchase of wetland mitigation banking credits, in lieu of the above monitoring and reporting, the permittee shall submit written proof from the wetland mitigation bank that the wetland credits have been purchased within thirty (30) days of said purchase. The subject reports and proof of purchase of mitigation credits shall be submitted to:

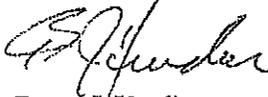
Illinois Environmental Protection Agency
Bureau of Water
Watershed Management Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

9. The applicant shall submit finalized plans for each phase of the proposed project to the Agency for approval.

This certification becomes effective when the Department of the Army, Corps of Engineers, includes the above conditions # 1 through # 9 as conditions of the requested permit issued pursuant to Section 404 of PL 95-217.

This certification does not grant immunity from any enforcement action found necessary by this Agency to meet its responsibilities in prevention, abatement, and control of water pollution.

Sincerely,



Bruce J. Yurdin
Manager, Watershed Management Section
Bureau of Water

BY:TJF:0959-05.doc

cc: IEPA, Records Unit
IEPA, DWPC, FOS, Des Plaines
IDNR, OWR, Bartlett
USEPA, Region 5
Mr. Carl Schoedel, Kane County Department of Transportation
Mr. Jim Novak, Huff & Huff, Inc.
Mr. Pat Kelsey, Christopher B. Burke Engineering ✓
Mr. Mike Okrent, Alfred Benesch & Associates

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, 2006

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.

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. It shall be the Contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

Revise Article 105.07 of the Standard Specifications to read:

"105.07 Utility Facilities. Utilities which are within the limits of the proposed construction are to be moved or removed at no cost to the Contractor except as otherwise provided for in the special provisions or as noted in the plans.

(a) 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 plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits and the slope limits extended vertically above the point of intersection of the slope limits and the original cross-section surface.

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 limits of excavation.

(b) 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 longitudinal direction as the roadway.

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

The Contractor may make arrangements for adjustment of utilities outside the limits of proposed construction as defined above 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 as defined above shall be the responsibility of the Contractor unless otherwise provided for.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions."

BUILDING REMOVAL - CASE IV (NO ASBESTOS) (BDE)

Effective: September 1, 1990
Revised: August 1, 2001

BUILDING REMOVAL: This item shall consist of the removal and disposal of 1 building(s), together with all foundations, retaining walls, and piers, down to a plane 300 mm (1 ft.) below the ultimate or existing grade in the area and also all incidental and collateral work necessary to complete the removal of the building(s) in a manner approved by the Engineer. Any holes, such as basements, shall be filled with a suitable granular material. The building(s) are identified as follows:

<u>Bldg. No.</u>	<u>Parcel No.</u>	<u>Location</u>	<u>Description</u>
1		Sta. 587+00, 400' RT	Shed

Discontinuance of Utilities: The Contractor shall arrange for the discontinuance of all utility services that serve the building(s) according to the respective requirements and regulations of the City, County, or utility companies involved. The Contractor shall disconnect and seal, in an approved manner, all service outlets that serve any building(s) he/she is to remove.

Signs: Immediately upon execution of the contract and prior to the wrecking of any structures, the Contractor shall be required to paint or stencil, in contrasting colors of an oil base paint, on all four sides of each residence and two opposite sides of other structures, the following sign:

PROPERTY ACQUIRED FOR
HIGHWAY CONSTRUCTION
TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

The signs shall be positioned in a prominent location on the structure so that they can be easily seen and read and at a sufficient height to prevent defacing. The Contractor shall not paint signs nor start demolition of any building(s) prior to the time that the State becomes the owner of the respective building(s).

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein.

The lump sum unit price(s) for this work shall represent the cost of demolition. Any salvage value shall be reflected in the contract unit price for this item.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least 10 days prior to commencement of any demolition activity.

Asbestos Demolition/Renovation Coordinator
Illinois Environmental Protection Agency
Division of Air Pollution Control
P. O. Box 19276
Springfield, Illinois 62794-9276
(217)785-1743

Notices shall be updated if there is a change in the starting date or the amount of asbestos changes by more than 20 percent.

Submittals:

- A. All submittals and notices shall be made to the Engineer except where otherwise specified herein.
- B. Prior to starting work, the Contractor shall submit proof of written notification and compliance with the "Notifications" paragraph.

50531

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

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

Revise Article 208.02 of the Standard Specifications to read:

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

- (a) Fine Aggregate (Note 1).....1003.04
- (b) Coarse Aggregate (Note 2)1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

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

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

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

- "(bb) Fine Aggregate (Note 1).....1003.04
- (cc) Coarse Aggregate (Note 2)1004.06

Note 1. The fine aggregate shall be moist to the satisfaction of the Engineer.

Note 2. The coarse aggregate shall be wet to the satisfaction of the Engineer."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"(m) Fine Aggregate (Note 2).....	1003.04
(n) Coarse Aggregate (Note 3)	1004.06

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

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

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

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

Revise Article 550.07 of the Standard Specifications to read:

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

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

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

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

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

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

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

Method 1. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be compacted to the satisfaction of the Engineer by mechanical means.

Method 2. The material shall be deposited in uniform layers not exceeding 300 mm (1 ft) thick, loose measurement, and each layer shall be either inundated or deposited in water.

Method 3. The trench shall be backfilled with loose material, and settlement secured by introducing water through holes jetted into the backfill to a point approximately 600 mm (2 ft) above the top of the pipe. The holes shall be spaced as directed by the Engineer but shall be no farther than 2 m (6 ft) apart.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Backfill, bedding and trench backfill for pipe culverts and storm sewers	FA 1, FA 2, FA 6, or FA 21
Porous granular embankment and backfill, french drains, and sand backfill for underdrains	FA 1, FA 2, or FA20 (Note 1)

Note 1: For FA 1, FA 2, and FA 20 the percent passing the 75 µm (No. 200) sieve shall be 2 ± 2."

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

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

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

"Backfill, bedding, and trench backfill for pipe culverts and storm sewers	CA 6, CA 10, and CA 18"
--	-------------------------

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

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

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

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

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

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

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

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

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

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

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

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

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

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

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

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

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

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

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

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

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

80094

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

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

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

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

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

"UNIT PRICE ADJUSTMENTS"	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	
Protection Method II	115%
Protection Method I	110%
For concrete in superstructures:	
When protected by:	
Protection Method II	123%
Protection Method I	115%
For concrete in footings:	
When protected by:	
Protection Method I, II or III	107%
For concrete in slope walls:	
When protected by:	
Protection Method I	107%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Notes-General:

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

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

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

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

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

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

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

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

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

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

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

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

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

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department."

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

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

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

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

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

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

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

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

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

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

Revise Article 1020.14 of the Standard Specifications to read:

***1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall be according to the following.

- (a) Temperature Control other than Structures. The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

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

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

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

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

- (b) Temperature Control for Structures. The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

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

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

80114

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR part 26 and listed in the DBE Directory or most recent addendum.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100% 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% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. This determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of

unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set forth in this Special Provision:

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

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

BIDDING PROCEDURES. Compliance with the bidding procedures of this Special Provision is required prior to the award of the contract and the failure of the as-read low bidder to comply will render the bid not responsive.

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a Plan, the mailing date will be established by the U.S. Postal Service postmark on the original certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) day submittal requirement and the bid will be declared 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 (5) working day period in order to cure the deficiency.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments

made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100% goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100% goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary

and reasonable steps are those which could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a 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 (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen

Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten (10) working days after receipt of the request for reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

(c) The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefor to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.

(d) The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

(e) Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

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

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

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

80055

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: January 1, 2006

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

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

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

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

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

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

80079

FURNISHED EXCAVATION (BDE)

Effective: August 1, 2002

Revised: November 1, 2004

Revise Article 204.01 of the Standard Specifications to read:

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

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

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

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

Where:

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

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

Shrinkage Factor = 0.25 unless otherwise shown on the plans.

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

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

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

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

80072

INLET FILTERS (BDE)

Effective: August 1, 2003

Add the following to Article 280.02 of the Standard Specifications:

"(k) Inlet Filters..... 1081.15(h)"

Add the following paragraph after the first paragraph of Article 280.04(c) of the Standard Specifications:

"When specified, drainage structures shall be protected with inlet filters. Inlet filters shall be installed either directly on the drainage structure or under the grate of the drainage structure resting on the lip of the frame. The fabric bag shall hang down into the drainage structure. Prior to ordering materials, the Contractor shall determine the size and shape of the various drainage structures being protected."

Revise Article 280.07(d) of the Standard Specifications to read:

"(d) Inlet and Pipe Protection. This work will be paid for at the contract unit price per each for INLET AND PIPE PROTECTION.

Protection of drainage structures with inlet filters will be paid for at the contract unit price per each for INLET FILTERS."

Add the following to Article 1081.15 of the Standard Specifications:

"(h) Inlet Filters. An inlet filter shall consist of a steel frame with a two piece geotextile fabric bag attached with a stainless steel band and locking cap that is suspended from the frame. A clean, used bag and a used steel frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the inlet filter assembly shall conform to the following requirements:

(1) Frame Construction. Steel shall conform to Article 1006.04.

Frames designed to fit under a grate shall include an overflow feature that is welded to the frame's ring. The overflow feature shall be designed to allow full flow of water into the structure when the filter bag is full. The dimensions of the frame shall allow the drainage structure grate to fit into the inlet filter assembly frame opening. The assembly frame shall rest on the inside lip of the drainage structure frame for the full variety of existing and proposed drainage structure frames that are present on this contract. The inlet filter assembly frame shall not cause the drainage structure grate to extend higher than 6 mm (1/4 in.) above the drainage structure frame.

- (2) Grate Lock. When the inlet is located in a traffic lane, a grate lock shall be used to secure the grate to the frame. The grate lock shall conform to the manufacturer's requirements for materials and installation.
- (3) Geotextile Fabric Bag. The sediment bag shall be constructed of an inner filter bag and an outer reinforcement bag.
- a. Inner Filter Bag. The inner filter bag shall be constructed of a polypropylene geotextile fabric with a minimum silt and debris capacity of 0.06 cu m (2.0 cu ft). The bag shall conform to the following requirements:

Inner Filter Bag		
Material Property	Test Method	Minimum Avg. Roll Value
Grab Tensile Strength	ASTM D 4632	45 kg (100 lb)
Grab Tensile Elongation	ASTM D 4632	50%
Puncture Strength	ASTM D 4833	29 kg (65 lb)
Trapezoidal Tear	ASTM D 4533	20 kg (45 lb)
UV Resistance	ASTM D 4355	70% at 500 hours
Actual Open Size	ASTM D 1420	212 μ m (No. 70 sieve US)
Permittivity	ASTM D 4491	2.0/sec
Water Flow Rate	ASTM D 4491	5900 Lpm/sq m (145 gpm/sq ft)

- b. Outer Reinforcement Bag. The outer reinforcement bag shall be constructed of polyester mesh material that conforms to the following requirements:

Outer Reinforcement Bag		
Material Property	Test Method	Value
Content	ASTM D 629	Polyester
Weight	ASTM D 3776	155 g/sq m (4.55 oz/sq yd) \pm 15%
Whales (holes)	ASTM D 3887	7.5 \pm 2 holes/25 mm (1 in.)
Chorses (holes)	ASTM D 3887	15.5 \pm 2holes/25 mm (1 in.)
Instronball Burst	ASTM D 3887	830 kPa (120 psi) min.
Thickness	ASTM D 1777	1.0 \pm 0.1 mm (0.040 \pm 0.005 in.)

- (4) Certification. The manufacturer shall furnish a certification with each shipment of inlet filters, stating the amount of product furnished, and that the material complies with these requirements."

80104

MULCHING SEEDED AREAS (BDE)

Effective: January 1, 2005

Delete Article 251.02(a) of the Standard Specifications.

Add the following to Article 251.02 of the Standard Specifications:

"(h) Compost 1081.05(b)"

Delete Article 251.03(b)(1) of the Standard Specifications.

Add the following to Article 251.03 of the Standard Specifications:

"(d) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 50 mm (2 in.)."

Revise the first sentence of the first paragraph of Article 251.06(b) of the Standard Specifications to read:

"Mulch Methods 1, 2, 3, and 4 will be measured for payment in hectares (acres) of surface area mulched."

Revise Article 251.07 of the Standard Specifications to read:

"**251.07 Basis of Payment.** This work will be paid for at the contract unit price per hectare (acre) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; or MULCH, METHOD 4; and at the contract unit price per square meter (square yard) for EROSION CONTROL BLANKET or HEAVY DUTY EROSION CONTROL BLANKET."

Add the following after the second paragraph of Article 1081.05(b) of the Standard Specifications:

"Chemical Compost Binder. Chemical compost binder shall be a commercially available product specifically recommended by the manufacturer for use as a compost stabilizer.

The compost binder shall be nonstaining and nontoxic to vegetation and the environment. It shall disperse evenly and rapidly and remain in suspension when agitated in water.

Prior to use of the compost binder, the Contractor shall submit a notarized certification by the manufacturer stating that it meets these requirements. Chemical compost binder shall be packaged, stored, and shipped according to the manufacturer's recommendations with the net quantity plainly shown on each package or container."

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

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

- (a) **Progress Payments.** At least once each month, the Engineer will make a written estimate of the amount of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000,00 will be approved for payment other than the final payment.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

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

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

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

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

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

"IV.COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages:** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records:** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Effective: July 1, 2004

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

80130

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"253.14 Period of Establishment. Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

80148

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

"For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement."

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

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

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

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

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

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

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

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

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

80083

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999

Revised: November 1, 2004

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

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

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

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

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

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

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

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

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

419.doc

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005

Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element ^{1/}	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	2/	2/
Chromium	2/	2/
Molybdenum	2/	2/
Copper	2/	2/
Titanium	2/	2/
Vanadium	2/	2/
Columbium	2/	2/
Aluminum	2/, 3/	2/, 3/
Tin ^{4/}	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

- b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.
 - c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.
 - d. Spiral Reinforcement. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.
- (2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.

- a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.
- b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcement is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).
- c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: November 1, 2006

Revise the following seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	kg/hectare (lb/acre)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (20)
	Rescue 911 Hard Fescue	20 (20)
	Fults Salt Grass*	70 (60)
2 Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue	110 (100)
	Perennial Ryegrass	55 (50)
	Creeping Red Fescue	50 (40)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (30)
	Rescue 911 Hard Fescue	20 (30)
	Fults Salt Grass 1/	70 (60)
3 Slope Mixture 7/	Inferno Tall Fescue, Tarheel II Tall Fescue, or Quest Tall Fescue	45 (40)
	Perennial Ryegrass	25 (20)
	Alsike Clover 2/	5 (5)
	Birdsfoot Trefoil 2/	10 (10)
	Andropogon Scoparius (Little Bluestem)	5 (5)
	Bouteloua Curtipendula (Side-Oats Grama)	10 (10)
	Fults Salt Grass 1/	35 (30)
	Oats, Spring	55 (50)

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

"252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

"252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

(a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.

(b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

"(b) Salt Tolerant Sod.

Variety	Percent by Weight
Buffalo Grass	30%
Buchloe Dactyloides	
Inferno Tall Fescue	20%
Audubon Red Fescue	15%
Rescue 911 Hard Fescue	15%
Rugby Kentucky Bluegrass	5%
Fults Pucinnellia Distans	15%"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed Percent Maximum	Purity Percent Minimum	Pure, Live Seed Percent Minimum	Weed Percent Maximum	Secondary Noxious Weeds No. per kg (oz) Max. Permitted*	Remarks
Alfaifa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fescue, Inferno Tall	0	98	83	0.10	70 (2)	-
Fescue, Tarheel II Tall	-	97	82	1.00	211 (6)	-
Fescue, Quest Tall	0	98	83	0.10	70 (2)	-
Fults Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

80131

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

Effective: November 1, 2005

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

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M-194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

Aggregate Blend Expansion = $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$ etc.

Where: a, b, c, ... = percent of aggregate blend

A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

- (a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). 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 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.
- (h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.
- (i) The column segregation index shall be a maximum 15 percent.
- (j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range

shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will also be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) 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, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidations 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 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

"Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) 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 230 cu m (300 cu yd) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) 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 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004

Revised: November 1, 2005

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

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

- (a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

- (1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.
 - (2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.
 - (3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.
 - (4) The relative durability factor of the test concrete shall be a minimum 80 percent.
- (b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

$$\text{Aggregate Blend Expansion} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots \text{etc.}$$

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

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 or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd).
- (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 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.
- (e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.
- (f) The visual stability index shall be a maximum of 1.
- (g) The J-ring value shall be a maximum of 100 mm (4 in.). 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.

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

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

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

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

80086

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

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

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

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

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

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

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

Erosion control blanket shall conform to Article 251.04.

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

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

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

80087

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992
Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

57291

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

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

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

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

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

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

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

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

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

20338

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor

B = Net weight shown on delivery ticket

C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

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

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications:

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

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

	Page
I. General	1
II. Nondiscrimination	1
III. Nonsegregated Facilities	3
IV. Payment of Predetermined Minimum Wage.....	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor.....	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects.....	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evidence of discriminatory wage practices.

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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

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

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

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

1. General:

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

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

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

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan

or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

- a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a

whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract.

Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification,

distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.